

## BLOOMFIELD TOWN COUNCIL

Monday, November 14, 2022

7:30 p.m.

The **In-person** meeting location will be held at Town Council Chambers, 800 Bloomfield Avenue, Bloomfield, Connecticut. Remote attendees can join the meeting via the Zoom meeting platform:

[https://bloomfieldct.zoom.us/webinar/register/WN\\_Y87zegF9Q6OMdSocDa84aw](https://bloomfieldct.zoom.us/webinar/register/WN_Y87zegF9Q6OMdSocDa84aw)

This meeting will also be streamed lived on YouTube at this link:

<https://youtu.be/pydAwRdcSU0>

Danielle C. Wong, Mayor

Gregory C. Davis, Sr., Deputy Mayor

Suzette DeBeatham-Brown      Anthony C. Harrington, Sr.

Rickford R. Kirton      Shamar A. Mahon


Kenneth L. McClary      Joseph P. Merritt

C. Francis Politis

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
- IV. Citizens' Statements and Petitions  
*Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than three (3) minutes, unless permitted by the Mayor or councilor presiding.*
- V. Report from Council Subcommittees
  - A. Administration & Education – Mayor Danielle C. Wong
  - B. Public Safety – Deputy Mayor Gregory C. Davis
  - C. Committee on Committees – Councilor Suzette DeBeatham-Brown
  - D. Finance – Councilor Kenneth L. McClary
  - E. Land Use & Economic Development – Councilor Anthony C. Harrington
  - F. Ad Hoc Committee – Golf – Councilor Rickford R. Kirton
  - G. Community Services – Councilor Anthony C. Harrington
  - H. Ad Hoc Trails Committee – Councilor Joseph P. Merritt
- VI. Council Business
  - 2023-23: Consider and Take Action Regarding Adoption of Resolution – Enter into a Lease with the State of Connecticut, in Exchange for \$1.00 and Other Valuable Consideration, Concerning Reservoir 2, Located off of Wintonbury Avenue, in a Form Acceptable to the Town Attorney
  - 2023-24: Consider and Take Action Regarding Adoption of Resolution – Park School Complex Redevelopment / Athletic Field Lights

- 2023-25: Consider and Take Action Regarding an 8-24 Referral to the Town Plan and Zoning Commission (Lease Between the Town of Bloomfield and Los Cabos II Equity LLC)
  - 2023-26: Consider and Take Action Regarding Tax Refunds
  - 2023-27: Consider and Take Action to Retain an Employment/Human Resources Consultant to Review and Investigate the Town of Bloomfield Hiring Practices; and Appropriate Funds from Town Council Contingency up to \$50,000
- VII. Report from Mayor and Town Manager
- VIII. Approval of Minutes
- A. September 12, 2022
  - B. September 28, 2022
  - C. October 3, 2022
  - D. October 11, 2022
  - E. October 24, 2022
- IX. Council Comments
- X. Executive Sessions
- A. Discussion Concerning the Matters of the Greater Hartford Jewish Community Center v. Town of Bloomfield
  - B. Discussion Regarding Updates on all Union Negotiations/Mediation
  - C. Discussion Concerning Pending Claims and Litigation
- XI. Adjournment

TO: Town Councilors

FROM: Stanley D. Hawthorne, Town Manager 

DATE: November 10, 2022

RE: FY 2023-23: ADOPTION OF RESOLUTION – ENTER INTO A LEASE WITH THE STATE OF CONNECTICUT, IN EXCHANGE FOR \$1.00 AND OTHER VALUABLE CONSIDERATION, CONCERNING RESERVOIR 2, LOCATED OFF OF WINTONBURY AVENUE, IN A FORM ACCEPTABLE TO THE TOWN ATTORNEY

Please review the detailed memorandum and supporting documentation from Leisure Services Director David Melesko regarding Reservoir No. 2 lease agreement.

The lease agreement was discussed at the Land Use and Economic Development subcommittee meeting on Tuesday, October 18, 2022 with a recommendation to move the lease agreement to the full Town Council for final approval.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

*RESOLVED: That the Town Manager is authorized to enter into a lease with the State Of Connecticut, in exchange for \$1.00 and other valuable consideration, concerning Reservoir 2, located off of Wintonbury Avenue, in a form acceptable to the Town Attorney.*


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**INTEROFFICE MEMORANDUM**

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**TO:** STANLEY D. HAWTHORNE, TOWN MANAGER  
**FROM:** DAVID MELESKO, LEISURE SERVICES DIRECTOR   
**SUBJECT:** RESERVOIR NO. 2 STATUS UPDATE  
**DATE:** NOVEMBER 8, 2022

Enclosed you will find a background memo dated February 9, 2021 providing a brief background on the State of Connecticut (State) owned Reservoir No. 2 in which, we, the Town of Bloomfield have leased from the State since July 23, 1969.

At the time of the referenced memo, the reduction on State leased property was agreed upon at the staff and committee level with only the legal documentation left to be drafted and agreed upon between the State and Town. The lease agreement, drafted by the State's Attorney General's office and reviewed by the Town Attorney has recently been submitted back to the Parks, Recreation, and Leisure Services Department to finalize and take the appropriate steps to have the agreement executed.

The enclosed lease agreement was presented and discussed at the last Land Use and Economic Development, held on Tuesday, October 18, 2022 for discussion with a recommendation to move the lease agreement to the full Town Council for final approval. After discussion, the Lease Agreement was unanimously recommended to move forward to enter into a lease with the State.

If the Town Council agrees to move forward with the lease agreement, the following resolution is needed to permit the Town Manager to finalize the agreement.

RESOLVED: That the Town Manager is authorized to enter into a lease with the State Of Connecticut, in exchange for \$1.00 and other valuable consideration, concerning Reservoir 2, located off of Wintonbury Avenue, in a form acceptable to the Town Attorney.

Cc: José Giner, Interim Director of Building and Land Use  
Sharron Howe, Assistant Town Manager




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**INTEROFFICE MEMORANDUM**

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**TO:** PHILIP K. SCHENCK, JR., TOWN MANAGER  
**FROM:** DAVID MELESKO, LEISURE SERVICES DIRECTOR   
**SUBJECT:** RESERVOIR NO. 2 STATUS UPDATE  
**DATE:** FEBRUARY 9, 2021

Following up on a recent discussion pertaining to the ongoing negotiations with the State of Connecticut (State) for the lease renewal for Reservoir 2, Assessment Parcel Map #7848. My most recent email correspondence with both Brian Florek, DEEP Supervisor of Surveys and Mapping and Nicole Lugli, Office Director, Planning and Program Development, Office of the Commissioner as of January 21, 2021 states that the lease agreement resides within the State's Attorney General's Office for comment and approval. Listed below I've highlighted several procedural steps and process up to this point:

- In September, 2018 this leased property was placed on the Town Council agenda for recommended action on if the Town of Bloomfield (Town) found it to be in the best interest of the Town to proceed with discussion with the State to renegotiate a new lease term or return the property back to full control of State. This item was referred to the Town Land Use and Economic Development subcommittee.
- Working with Graham Stevens, State DEEP at the time it was recommended to the Town to file a Land Management Review Application and to submit a request for a NDDB Report. These reports were completed and submitted to the State between February 2019 & March 2019.
- In a following up email in May, 2019 to obtain a status update, I began working with Jamie Sydoriak, Property Agent, Land Acquisition and Management Unit. Between this time and late August, Early September, 2020, Ms. Sydoriak and I had ongoing monthly project update correspondence which included a draft lease agreement provided to the Town and reviewed by the Town Land Use and Economic Development subcommittee and the Town Attorney for comment. The marked up version of this agreement was returned to the State on July 1, 2020.
- In order to finalize the lease agreement, the property Survey Map needed to be completed and was being finalized by Delta Surveying Services. The Surveyor, Town, and State met on-site to conduct a property review and provide further guidance to the Surveyor. The Surveyor provided and updated easement map in September, 2020 and then per request of the State, the Surveyor provided updated metes and bound description in early October, 2020.
- In late summer, 2020 there was shift at the State level with Ms. Sydoriak transferring to another State division. At this time is when our biweekly or monthly project update correspondence began to breakdown. There were several attempts made by the Town during the fall and early winter, 2020 to the State to obtain status updates and guidance on the next steps in the process to keep this project moving to completion. There has been little response from the State with the most recent correspondence being January 21, 2021 stating the lease currently resides at the State Attorney's Office.

Record and Return To:  
Department of Energy and Environmental Protection  
Land Acquisition and Management Unit  
79 Elm Street – 6<sup>th</sup> Floor  
Hartford, CT 06106-5127

### LEASE AGREEMENT

THIS LEASE is made by and between the STATE OF CONNECTICUT (hereinafter the "State"), acting herein by Katherine S. Dykes, COMMISSIONER OF ENERGY AND ENVIRONMENTAL PROTECTION (together with any successors, the "Commissioner"), duly authorized under the provisions of Section 22a-324 of the Connecticut General Statutes, with the advice and consent of the Commissioner of Administrative Services, the State Properties Review Board, and the Secretary of the Office of Policy and Management, for ONE DOLLAR (\$1.00), the receipt of which is hereby acknowledged, and the covenants herein reserved and contained, and the TOWN OF BLOOMFIELD, a municipal corporation having its territorial limits within the County of Hartford, and State of Connecticut, acting herein by \_\_\_\_\_, its Town Manager (hereafter the "Lessee");

WITNESSETH, that the State is the owner of certain pieces or parcels of land located in the Town of Bloomfield, Connecticut, and that the Lessee has requested the State to lease certain land for passive public recreational purposes to Lessee, and such use of said land has been determined as not in conflict with the purposes for which the property was originally acquired by the State,

NOW THEREFORE, subject to and in consideration of the stipulations, restrictions, and mutual covenants herein contained, the State does hereby lease unto the Lessee, and Lessee does hereby lease from the State, those certain pieces or parcels of land situated in the Town of Bloomfield, County of Hartford, and State of Connecticut, being all those certain pieces or parcels of land known as Blue Hills Reservoir Site #2, North Branch Park River Flood Management Area (the "Premises"), as more particularly depicted and described on that certain map entitled "Map Showing Land to be Leased to Town of Bloomfield By State of Connecticut Department of Energy and Environmental Protection At Blue Hills Reservoir Site #2 North Branch Park River Flood Management Area", scale 1"= 100', dated September 2, 2020, prepared by Delta Surveying Services, LLC. A description of the Premises being set forth in Schedule A attached.

The State and the Lessee expressly agree to the following and to the terms and conditions set forth in Schedule B attached to this Lease.

1. **Term.** The term of this Lease (the "Term") shall be for a period of 20 years, commencing on the date of signature and approval of this Lease by the Connecticut Attorney General, subject to the termination provisions within the following articles.
2. **Use.**
  - (a) The Premises shall be only used for passive public recreational purposes and related uses, subject to the stipulations herein.
  - (b) **Habitat Conservation.** To support the conservation of habitat for state-listed threatened and special concern species at the approximately 38-acre grass field located at the Premises:
    - i. The Lessee shall restrict mowing and machinery traffic, foot traffic, and other activities during the peak grassland bird nesting and habitat use period from April 15 through August 15 of each year of the Term.
    - ii. The Lessee will erect at its sole cost and expense temporary signage informing users of such time of year use restrictions.
    - iii. The Lessee at its sole cost and expense shall prohibit and prevent dogs from running at large by erecting signage and by enforcing a rule requiring dogs to be leashed by owners.

- (c) The Lessee shall not make any Improvements to the Premises without prior written approval of the State, which approval may be withheld in the State's sole and absolute discretion. The State reserves the right to review and approve all plans prior to any and all site Improvements at the Premises, and no such Improvement shall commence unless and until the State provides its written approval for same. Except to the extent otherwise provided by any pre-existing lease, license or other agreement, title to any and all Improvements (including, but not limited to equipment) located at or on the Premises at the commencement of the Term is and shall remain in the name of the State. Likewise, any buildings, structures, equipment and/or other Improvements which are constructed or otherwise installed by the State, Lessee or anyone else during the Term shall immediately become and remain property of the State, unless the State specifically agrees in writing to the contrary. Unless, and then only to the extent, the State otherwise agrees or directs in writing, at the expiration or earlier termination of this Lease, any Improvements which are or have been erected, installed or otherwise effected by or on behalf of Lessee which are not property of the State shall be removed, and the Premises shall then be restored to its prior condition, all at the sole cost and expense of the Lessee. Any Improvements of the Lessee's that are not removed shall be deemed abandoned and shall be and remain the State's property. Nothing herein is intended to, and these provisions therefore shall not be construed to, be in conflict with any similar provisions that may be contained in any Section entitled "Special Flood Hazard Provisions." On the contrary such provisions shall be deemed to be, and thus shall be construed as being, complementary to each other. However, in the event any conflict exists between this Section and the Section entitled "Special Flood Hazard Provisions," the terms of the latter Section shall control.
- (d) For purposes of this Lease, the term "Improvements" means any and all fixtures, structures, and additions presently existing on the Premises, the installation, erection, alteration or removal of any and all fixtures, structures and other improvements, as well as the installation, alteration, or removal of any and all soil, trees, water and other physical aspects of the Premises, which currently or hereafter exist at or on, or constitute a part of, the Premises including, without limitation: the planting or removal of any trees; the movement or alteration or creation of any pools, ponds, wetlands, or water courses; the installation, erection, alteration or removal of any driveways, roads, sidewalks, footpaths, foundations, footings, buildings, pools, patios, fences, decks, or other structures; the installation, alteration or removal (other than routine maintenance) of any and all boilers, furnaces, air conditioning units, ceiling fans, air handling equipment and/or any and all associated pipes, radiators and ductwork, machinery, equipment and/or other fixtures used (or designed for use) in connection with heating, cooling or ventilation of any portion of any structures on the Premises; the installation, alteration or removal (other than routine maintenance) of any and all pipes, plumbing, pumps, ducts, conduits, wires, tunnels, sewers, septic systems, wires and/or other conduits or equipment any and all other machinery and equipment used to generate, distribute, recapture, test or monitor any electricity, gas, oil, air, water, telecommunications, and/or other utilities in, to or through the Premises or any structures thereon; and/or the laying or removal of any pavement or other material at the Premises.
- (e) Any and all Improvements that are made or otherwise undertaken, and all other work that is performed, at the Premises (herein, sometimes, the "Work") by the Lessee and/or its contractors shall be done in a workmanlike and timely manner.
- (f) Neither the Lessee nor any of its contractors shall be entitled to any reimbursement from the State for any such Work; neither will the Lessee be entitled to any rent credits on account of such Work. On the contrary, any and all such Work shall be performed at the Lessee's sole cost, risk and expense.
- (g) The Lessee agrees that no debris shall be permitted to be disposed of, strewn about or (except as reasonably necessary to hold such material pending its proper and



timely collection or disposal) stored on the Premises. The term "debris" includes, but is not limited to: discarded or scrap paper, boxes, barrels, rope, rags, batteries, tires and other trash, waste or debris; junked, dismantled, or wrecked automobiles or parts thereof; any old or scrap copper, iron, steel, brass or other ferrous or non-ferrous materials and any solid waste whatsoever.

- (h) The Lessee shall not permit hazardous or highly inflammable, volatile, or explosive substances to be placed on, under, or over the Premises or permit unreasonably objectionable smoke, fumes, vapors, or odors to arise above the surface of the Premises; providing, however, that nothing in this Subsection shall preclude any petroleum or other products from being stored in any commercially produced automobiles, tractors or other vehicles which are located or garaged on the Premises.
- (i) The Lessee shall not allow any unregistered or abandoned motor vehicles to remain on the Premises and shall cause the same to be removed.
- (j) **Unmanned Aircraft Systems.** The operation of unmanned aircraft systems, including radio-controlled model airplane flyers, is permitted at the Premises only upon the written approval of the State in its sole and absolute discretion, except no such approval shall be issued after or endure beyond December 31, 2022 ("Flight Termination Date").
  - i. If any such operation continues beyond the Flight Termination Date, the Lessee will cause the flying of unmanned aircraft systems at the Premises to cease by no later than January 31, 2023. If the Lessee fails to cause such flying to cease by such date, then the State may act to prevent such uses at the Premises. It is further agreed between the parties that (i) the term of allowable flying shall not be, nor deemed to be, renewed or otherwise extended beyond the two (2) year period, and (ii) the Lessee shall reimburse the State for any and all costs and expenses which are incurred by the State (including, but not limited to, attorney's fees and costs) in connection with any effort that may be undertaken by the State to cause the flying of unmanned aircraft systems to cease and/or to collect any sums due to the State under this Section. Without limiting the generality of the foregoing, the Lessee agrees that, for and so long as the Lessee shall continue to occupy the Premises, the Lessee will continue to be bound by and will comply with any and all of the Lessee's obligations that it has agreed to perform pursuant to the terms of this Section, notwithstanding that the Flight Termination Date may have passed.
  - ii. As of the Flight Termination Date, the Lessee shall remove all Improvements related to the operation of unmanned aircraft systems as aforesaid (including, but not limited to structures, signs, lighting, fences, paved areas and sidewalks) that have been made by or on behalf of the Lessee and restore the Premises to the same physical condition in which it existed immediately before the execution of this Lease, all at no expense to the State. In the event the Lessee shall not fulfill this obligation within a reasonable time following the Flight Termination Date, the State may at its option arrange to have such work done and may bill the Lessee for all expenses incurred in connection with the same. The Lessee shall promptly pay all such amounts when billed, without recourse.
- (k) The State reserves the right to enter, audit, and inspect the Premises to ensure compliance with the Lease use restrictions set forth in this Section. If the State determines the Lessee is not in compliance with any part of this Section, the State shall notify the Lessee of violations in writing and the Lessee shall cause any non-compliant uses to cease. If the Lessee cannot address violations in a timely manner acceptable to the Commissioner, the State may at its option arrange to prevent such uses and may bill the Lessee for all expenses incurred in connection with the same.

3. **Rent.**

- (a) During the term of this Lease, the Lessee shall pay both Base Rent and Additional Rent, as provided herein. The term "Rent" shall include and refer to all Base Rent and Additional Rent due hereunder from time to time.
- (b) Base Rent. Base Rent during the term shall be the sum of \$1.00 for the entire term of the Lease. Lessee has paid the sum of \$1.00 upon its execution hereof, receipt of which is hereby acknowledged by the State, none of which shall be refundable upon the expiration or earlier termination of this Lease.
- (c) Additional Rent. Lessee also shall pay or cause to be paid, without notice, abatement, deduction or set-off, as additional rent hereunder ("Additional Rent") all taxes and other governmental charges, levies and assessments (including, but not limited to, real estate taxes, personal property taxes, taxes on rents, leases, occupancy or sales, payments in lieu of taxes, water charges, sewer rents, and all general or special assessments and installments thereof), utility charges (including, but not limited to, all charges for telephone, electricity, gas, water, chilled water, steam, fuel, and refuse removal supplied to and/or consumed at the Premises), excises, fines, insurance premiums, license and permit fees, all claims and other amounts due for labor and material supplied to or for the Premises and/or for rent and other obligations therefor, and all other duties, charges, levies, or payments of any kind or nature whatsoever (whether ordinary or extraordinary, foreseen or unforeseen, general or special) as shall, during the term of this Lease, be charged, imposed, assessed, or levied, or are or become due, for or in connection with the ownership, use and/or occupancy of the Premises, or become a charge or lien upon the Premises, or any part thereof, or any right appurtenant thereto, or the rents, issues and profits arising from or out of the Premises or the ownership, use and/or occupancy thereof, (herein collectively referred to as "Impositions" and individually as an "Imposition"). Lessee, however, may take the benefit of the provisions of any statute or ordinance permitting any such Imposition to be paid over a period of time, provided such payment over a period of time does not extend beyond the end of this Lease.
- (d) Lessee shall pay to the State any Additional Rent herein reserved that is payable directly to the State in the manner provided in the Section entitled "Payments," without notice or demand therefor. Lessee shall pay any Additional Rent not payable directly to the State promptly to the appropriate party.

4. **Payments.** The Lessee shall make all payments due to the State by check, made payable to "The State of Connecticut" and addressed to the Office Director, Land Acquisition and Management Unit, Department of Energy and Environmental Protection, 79 Elm Street, 6<sup>th</sup> Floor, Hartford, Connecticut 06106-5127, or such other place as the State may designate in writing.

5. **Access.** The Leased Premises shall be open to the general public 365 days a year from dawn to dusk each day and the Lessee shall not directly or indirectly limit or restrict the use thereof on the basis of residency or status. Any and all program fees, entry fees, and other charges for the use or enjoyment of the Premises shall be approved by the State in writing prior to being placed in effect. The State reserves the right to review all fees and other charges for the use or enjoyment of the Premises.

6. **Reporting.** The Lessee shall submit to the State, at no cost to the State, an annual report (due on each anniversary date of the first day of the Term) consisting of the following data and information:

- (a) current and existing programs offered to the public;
- (b) program fees and other charges;



- (c) list of any State, local and federal permits submitted and obtained;
- (d) list of existing buildings and structures located on the premises;
- (e) photographs documenting existing buildings and structures located on the Leased Premises; and
- (f) such other information as may be reasonably required by the State.

IN WITNESS WHEREOF, the parties have set their hands.

Signed in the  
Presence of:

STATE OF CONNECTICUT  
DEPARTMENT OF ENERGY AND  
ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
By: \_\_\_\_\_  
Witness: Katherine S. Dykes  
Commissioner

\_\_\_\_\_  
Date: \_\_\_\_\_  
Witness:

STATE OF CONNECTICUT     )  
  )  
COUNTY OF HARTFORD     )     SS: HARTFORD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by Katherine S. Dykes, Commissioner of Department of Energy and Environmental Protection,  
State of Connecticut, on behalf of the State.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public/Justice of the Peace  
My Commission Expires:

Signed in the  
Presence of:

TOWN OF BLOOMFIELD

\_\_\_\_\_  
By: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Town Manager  
Duly Authorized

\_\_\_\_\_  
Date: \_\_\_\_\_  
Witness:

STATE OF CONNECTICUT     )  
  )  
COUNTY OF HARTFORD     )     SS: BLOOMFIELD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022,  
by \_\_\_\_\_, its Town Manager, on behalf of the Town of Bloomfield.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public/Justice of the Peace  
My Commission Expires:

ENTERED INTO PURSUANT TO CONNECTICUT GENERAL STATUTES SECTION 22a-324 WITH THE  
ADVICE AND CONSENT OF THE FOLLOWING:

\_\_\_\_\_ Date: \_\_\_\_\_  
Paul F. Hinsch  
Policy Director, Bureau of Assets Management  
Office of Policy and Management

\_\_\_\_\_ Date: \_\_\_\_\_  
Michelle Halloran Gilman, Commissioner  
Department of Administrative Services

\_\_\_\_\_ Date: \_\_\_\_\_  
Edwin S. Greenberg, Chairman  
State Properties Review Board

**APPROVED:**  
William Tong  
Attorney General

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eileen Meskill  
Associate Attorney General

**SCHEDULE A**  
**DESCRIPTION OF THE LEASED PREMISES**

A certain lease area situated on the northerly side of Wintonbury Avenue and Seabury Drive in the Town of Bloomfield, County of Hartford, and State of Connecticut, being depicted as "Lease Area 3,604,523 S.F. 82.748 Acres" on a map entitled, "Map Showing Land to be Leased to Town of Bloomfield By State of Connecticut Department of Energy and Environmental Protection At Blue Hills Reservoir Site #2 North Branch Park River Flood Management Area", scale 1"= 100', dated September 2, 2020, prepared by Delta Surveying Services, LLC, said map filed or to be filed in the Town of Bloomfield Land Records. Said lease area being more particularly described as follows:

Beginning at an iron pin located at the southern-most point of the lease area herein described, said iron pin also being at a northerly point of land now or formerly of Church Home Of Hartford, Inc.;

Thence N 78°44'37" W a distance of 375.42 feet through land now or formerly of the State of Connecticut to an iron pin;

Thence N 78°44'37" W a distance of 308.64 feet to an iron pin;

Thence N 30°27'05" W a distance of 1085.19 feet to a point;

Thence N 32°53'42" W a distance of 1001.18 feet to an iron pin;

Thence N 83°06'33" E a distance of 213.46 feet to an iron pin;

Thence S 51°41'40" E a distance of 399.25 feet to an iron pin;

Thence N 83°27'56" E a distance of 298.88 feet to an iron pin;

Thence N 83°27'56" E a distance of 311.07 feet to an iron pin;

Thence S 51°15'16" E a distance of 243.68 feet to an iron pin;

Thence N 49°39'31" E a distance of 298.63 feet to an iron pin;

Thence N 49°39'31" E a distance of 378.43 feet to an iron pin;

Thence N 75°31'04" E a distance of 170.71 feet to an iron pin;

Thence N 75°31'04" E a distance of 249.99 feet to an iron pin;

Thence S 39°46'44" E a distance of 388.80 feet to an iron pin;

Thence S 39°46'44" E a distance of 343.88 feet to an iron pin;

The last fifteen courses being through land of said State of Connecticut;

Thence S 14°21'31" W a distance of 331.35 feet along land now or formerly of Marvin L. and Naomi R. Hoberman to a point;

Thence S 06°44'55" E a distance of 147.17 feet to a point;

Thence S 04°09'13" W a distance of 435.67 feet to a point;

Thence S 05°58'10" W a distance of 256.45 feet to a point;

Thence S 11°54'51" W a distance of 273.10 feet to a point;

The last four courses being along land of said Hoberman;

Thence S 78°09'43" W a distance of 288.76 feet through land now or formerly of the State Of Connecticut to an iron pin;

Thence S 78°09'43" W a distance of 240.08 feet to an iron pin;

Thence S 78°09'43" W a distance of 257.20 feet to an iron pin and the point and place of beginning;

The last two courses being through land of said State of Connecticut.

Said lease area contains 82.748 acres. Said lease area is subject to a 20' wide sanitary sewer easement and a 200' wide electric distribution easement.



**SCHEDULE B**  
**STANDARD TERMS AND CONDITIONS**

The State and the Lessee expressly agree to the following stipulations, conditions, and covenants:

**Maintenance.**

- (a) The Lessee agrees to maintain the Premises with all improvements and appurtenances thereon, at its sole cost and expenses, in a clean and safe condition, to the satisfaction of the State, and to arrange for the orderly use of the Premises. In so doing, the Lessee will perform the following on-going maintenance services at the Premises, in accordance with and subject to Section 2 (Use) of this Lease:
  - i. Annual mowing with notification in advance of mowing to the State's Dams Unit and Services and Support Divisions by calling (860) 424-3016 and (860) 485-0226;
  - ii. Removal from land and water areas anything which may interfere with the flood control project, such as weeds, logs, dead trees, slash, or any other debris;
  - iii. Repair of damaged posts, fences, or gates; and
  - iv. Cleaning and shaping of drainage ditches, culverts, and outlets.
- (b) The Lessee shall obtain the State's written consent prior to installing, constructing, removing or substantially altering any or all part of structures or improvements on said Premises, pursuant to Section VI (Special Flood Hazard Provisions) of this Lease.
- (c) Existing trail repair and new trail placement activities are allowed at the Premises subject to the Lessee adopting, within one (1) year after the date of commencement of this Lease, a formal trail management plan in advance of conducting said activities. Such plan shall be consistent with the permitted uses of the Premises pursuant to this Lease, and will include but not be limited to information on the location and condition of existing trails, location of vernal pools and other natural community types, and trail maintenance activities to be performed. Said plan will include a process for reviewing and approving proposed new trails and modifications to existing trails. All proposals for new trails shall be reviewed and approved in advance by the State's Dams Unit and Wildlife Division prior to their placement and construction.

**Compliance with Laws.** The Lessee shall not use or occupy or permit the Premises to be used or occupied, nor do or permit anything to be done in or on the Premises, in whole or in part, in a manner which would in any way violate any Applicable Laws, or any certificate of occupancy affecting the Premises, or make void or voidable any insurance then in force with respect thereto, or which may make it commercially impracticable to obtain fire or other insurance thereon, or as will cause or be likely to cause structural injury to the Premises or any part thereof, or as will constitute a public or private nuisance. The Lessee further agrees that it will (and will ensure that its Contractors) comply with all Applicable Laws in connection with its and their use of the Premises including, but not limited to, whenever either enters or performs any work or engages in activity on or from the Premises during the Term hereof.

**Applicable Laws.** For purposes of this Lease, the term "Applicable Laws" means and includes all laws, ordinances, rules and regulations, including deed restrictions and

charitable trust laws, (herein "Laws") of: (a) all federal, state and local governmental authorities having jurisdiction which pertain to the use or occupancy of any land or buildings or any activity thereon or thereat including, but not limited to, all applicable building, fire, health and safety codes and regulations; (b) the National Board of Fire Underwriters; (c) any local Board of Fire Underwriters; (d) any public utilities and other bodies having similar functions; and (e) any liability, fire, or other insurance companies having policies outstanding with respect to the Premises. Except as, and then only to the extent, otherwise specified by the State in any writing which makes specific reference to this Lease, the term "Applicable Laws" also means and includes all zoning, noise and other local Laws that pertain, or, but for the State's being the owner of record of the Premises, would pertain, to the Premises or any use or occupancy thereof or activity thereon or thereat. The Lessee shall comply with all federal, state and municipal laws and regulations including, but not limited to, environmental health, police, nuisance, fire, highways, sidewalks and parking areas (including removal of snow and ice therefrom), public utilities, and other matters, and with the regulations of all persons or corporations supplying gas, electricity or steam on the Premises, and shall indemnify, defend and hold harmless the State against all fines, penalties, expenses, damages and costs for violation thereof and all Applicable Laws. Nothing herein shall constitute nor be deemed to constitute the issuance of a permit by the Lessor to the Lessee to undertake any regulated activity on the Premises.

**Environmental and other conditions; Prohibitions on use.**

- (a) Lessee acknowledges and agrees that any information which in any manner pertains to the Premises, or any part thereof, and supplied or made available by the State or any of its representatives (herein, individually and collectively, referred to as "Information"), has been (or, in the case of that supplied in the future, will be) furnished to Lessee solely as a courtesy. WITHOUT LIMITING THE GENERALITY OR EFFECT OF THE FOREGOING, LESSEE ACKNOWLEDGES AND AGREES THAT ALL INFORMATION PROVIDED, AND THE PREMISES ARE LEASED, ON AN AS-IS, WHERE-IS BASIS AND THAT THE STATE HAS NOT MADE, DOES NOT MAKE AND WILL NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED (WHETHER ARISING BY OPERATION OF LAW OR OTHERWISE), INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITIONS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE INFORMATION OR THE PREMISES. Lessee further acknowledges and agrees that no representations, whether written or oral, have been made by the State or any of its representatives regarding any tax consequences or investment potential of leasing the Premises (including, but not limited to, restoring the same) in order to induce Lessee to enter into this Lease or otherwise.
- (b) Lessee acknowledges, represents and warrants that Lessee is familiar with the Premises and has made such independent investigations, as Lessee deems necessary or appropriate concerning the Premises. THE STATE MAKES NO REPRESENTATIONS OR WARRANTIES AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION, WARRANTY, OR GUARANTY, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PHYSICAL CONDITIONS OR ANY OTHER ASPECT OF THE PREMISES INCLUDING, BUT NOT LIMITED TO, THE COMPLIANCE OF THE PREMISES WITH ANY APPLICABLE LAWS OR REGULATIONS, THE FINANCIAL EARNING CAPACITY OF THE OPERATION OF THE PREMISES, THE NATURE OR EXTENT OF ANY RIGHT-OF-WAY, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SOIL ADDITIONS OR CONDITIONS OF SOIL FILL, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, WHETHER THE PREMISES ARE LOCATED WHOLLY OR PARTIALLY IN A FLOOD PLAIN OR

A FLOOD HAZARD BOUNDARY OR SIMILAR AREA, THE EXISTENCE OR NON-EXISTENCE OF ANY HAZARDOUS WASTE OR OTHER REGULATED MATERIALS, OR SUBSTANCES, OR OTHER TOXIC MATERIALS OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ASBESTOS OR PETROLEUM PRODUCTS) OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE PREMISES.

- (c) Lessee agrees not to use, dispose, store, discharge or generate any asbestos or other Regulated Material at or on the Premises in violation of any Environmental Law or any other applicable law, rule or regulation.
- (d) Lessee shall have no liability for any Existing Environmental Conditions except to the extent that any proposed or actual use or occupancy of all or any portion of the Premises (including, but not limited to, any restoration, repair, alteration or improvement of any buildings at or on the same) by Lessee would violate or result in the violation of any Environmental Law, or any such law requires any such condition to be removed, remediated or otherwise remedied or addressed in connection therewith, in which case Lessee agrees to notify the State of such condition, and shall then remove or remedy said condition subject the State's approval of the means and/or methods to be employed to effect that work, all at Lessee's sole cost and expense.
- (e) Lessee agrees to indemnify and save the State harmless against any losses, damages, costs, liabilities and claims suffered by State in connection with a breach by Lessee of its representations or obligations set forth in this Section, except for such losses, damages, costs, liabilities and claims caused by State's gross negligence or intentional misconduct. The provisions of this Subsection shall survive the expiration or earlier termination of this Lease and any holdover period.
- (f) For purposes of this Section, the following terms shall have the meanings ascribed thereto below:
  - i. "Environmental Conditions" means (A) circumstances with respect to soil, surface water, ground water, and/or and similar environmental media at, emanating from or migrating onto the E/R/R District that may require remedial action and/or that may result in claims or demands by, or liabilities to, third parties, including but not limited to any governmental authorities; or (B) any release of any Regulated Materials into the environment; or (iii) any noncompliance with any Environmental Laws;
  - ii. "Environmental Laws" means any and all laws, statutes, ordinances, rules, regulations, orders, or determinations, now or hereafter existing, of any Governmental Authority pertaining to the environment, including without limitation, the federal Water Pollution Control Amendments of 1972 as amended by the Clean Water Act, as amended, 33 U.S.C. §§ 1251 *et seq.*, the federal Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*, the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 *et seq.*, the federal Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. §§ 6901 *et seq.*, the federal Hazardous Materials Transportation Act of 1975, as amended, 49 U.S.C. §§ 5101 *et seq.*, the federal Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f *et seq.*, the federal Toxic Substances Control Act, as amended, 15 U.S.C. §§ 2601 *et seq.* and any and all comparable

or similar environmental laws, statutes, ordinances, rules or regulations of the state of Connecticut applicable to the regulation or control of any Regulated Materials or to the design, development, purchase, acquisition, disposition, equipping, construction, financing, leasing, maintenance, ownership, occupancy, possession, control, management, use or non-use or operation of any property, facility, structure or improvement forming part of the Premises;

- iii. "Existing Environmental Conditions" means any Environmental Conditions at, on or under the Premises (including Regulated Materials) existing on or before the Commencement Date of this Lease; and
- iv. "Regulated Materials" means (i) any chemical, compound, material, mixture or substance that is now or hereafter defined, determined, listed, classified, identified, regulated as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous wastes," "pollutants," "contaminants," "toxic wastes," "toxic materials," or "toxic substances" or terms of similar meaning under any applicable law, or under any rules or regulations adopted or promulgated pursuant thereto, including any Environmental Laws; and (ii) any oil, petroleum or petroleum derived substance, any flammable substances or explosives, any radioactive substances or radioactive materials, any hazardous wastes or substances, any toxic wastes or substances, or any other materials or pollutants which cause any part of any facility, structure or improvement to be in violation of any Environmental Law; and (iii) asbestos in any form, urea formaldehyde foam insulation, or electrical equipment which contains any oil or dielectric fluid containing levels of polychlorinated biphenyls in excess of applicable legal or regulatory limits.

(g) Lessee covenants and agrees that it will not knowingly use or occupy, nor permit the Premises to be used or occupied, for any purpose (i) other than as provided for herein; (ii) which shall violate any certificate of occupancy or any zoning, land use, or building restriction then in force relating to the Premises; (iii) which would cause or result in the breach of any covenant, restriction, license, condition, easement or agreement covering or affecting the use of the Premises; or (iv) which would cause or result in any violation of any applicable law, rule or regulation. Without limiting the foregoing, Lessee shall not use or occupy any portion of the Premises, nor permit any portion to be used or occupied, for (A) a facility that sells or displays any material that is obscene, pornographic or similarly sexually explicit, (B) any off-track betting, casino or other type of gambling operation or sports facility in which gambling is allowed, (C) any pawn shop, (D) any facility a primary purpose of which is the fueling, service or repair of automobiles or other machinery or equipment, and (E) any facility which sells or distributes firearms or explosive devices.

(h) Lessee further covenants and agrees that it will not knowingly suffer any act to be done or any condition to exist on the Premises, or any article to be brought thereon, which may be unreasonably dangerous or noxious or which constitutes a nuisance, public or private, or which may make void or render voidable any insurance contract then in force with respect to the Premises or any adjacent property, or make it impracticable to obtain or maintain any

insurance required to be maintained by Lessee under this Lease, or which causes obnoxious odors to emanate or to be dispelled from the Premises.

- (i) Lessee shall ensure that the provisions of Subsection (c) through (h) and this Subsection (i) of this Section are incorporated verbatim in all subleases and other agreements under or by which any person or entity may be permitted or allowed to use or occupy all or any portion of the Premises.
- (j) For purposes of this Subsection, the term "State" shall mean the agency through which this Lease was entered into on behalf of the State of Connecticut. The Lessee, for a period of ten years following the date of termination of this Lease, shall maintain copies of all records required by law to be generated by it with respect to environmental conditions on the Premises which are the subject of this Lease, and of all incidents impacting same ("Event"). For purposes of this Lease, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under state or federal law. Within Twenty-four hours following the occurrence of any Event, the Lessee shall notify the State of same in writing. Said notification to the State shall be in addition to, and not in lieu of, any and all other record keeping and reporting requirements imposed upon the Lessee by law. Upon written request by the State, the Lessee shall permit the State to inspect the premises any and all records required to be maintained hereunder, and promptly shall provide the State with such copies of same as the State may request in writing, at no cost to the State. The Lessee hereby waives any claim of privilege that may attach to said records.

**Assignment, Subletting.** Except as provided in this Article, Lessee shall not sublet, assign, pledge, mortgage, hypothecate or otherwise transfer or convey all or any part of the Premises, this Lease, or any interest therein or herein or any estate created hereby (herein, a "Transfer") without receipt of written approval of the State, which approval may be withheld in its sole and absolute discretion. Any Transfer effected or attempted to be effected in contravention of this Section shall be null and void, ab initio. The foregoing shall not prohibit use of the Premises for the uses permitted under this Lease by invitees of Lessee.

**Special Flood Hazard Provisions.**

- (a) In the event any portion of the Premises are located within a 100 year flood plain, no National Flood Insurance Program insurable structures shall be placed on the Premises and no obstructions shall be placed on the Premises that would increase flood hazards or act as an impediment to stream flow or raise flood water heights without the explicit written consent of the State as stipulated below. The Lessee must obtain the State's prior written consent in order to undertake any such site improvements or construction activities and before placing any structures on the Premises, which consent may be withheld in the State's sole and absolute discretion. Improvements and construction activities subject to this provision include, but are not limited to, any permanent or temporary structures, fencing, roadways, walkways, site grading, drainage, landscaping, excavation and/or removal or addition of sand, gravel, or fill from the Premises. Such written consent must be obtained from the Director of the Water Planning and Management Division of the Department of Energy and Environmental Protection, Bureau of Water Protection and Land Reuse or successor. Notice of such written consent shall also be provided to the Office Director of Land Acquisition and as



hereinafter provided for in this Lease. Any failure by the Lessee to obtain the aforementioned consents will be considered cause for termination of the Lease by the State.

- (b) The State shall have the right to cause any and all waters to flood and/or flow back upon or be withdrawn from the Leased Premises or any portion thereof at any and all times and for any and all periods of time and the State shall not be liable for damages or non-accessibility due to flooding and operations of any floodwater dams, which affects the leased Premises.
- (c) The State reserves the right to construct, operate, and maintain flood control works of improvement on the Premises pursuant to sections 22a-318 through 22a-320(a) inclusive of the Connecticut general statutes. The State shall have the right to make repairs, both minor and major to any portion of any flood control structures, specifically the dams and dikes at any and all times that it deems necessary.
- (d) The failure of the State to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions, or options, but the same shall be and remain in full force and effect with regard to any violation thereof that had theretofore occurred.

#### **Insurance.**

- (a) Subject to the provisions of Subsection (d) of this Section, the Lessee agrees that, throughout the Term of this Lease, including any supplements hereto, it will procure and maintain, and will require its Contractors to maintain, the following types and amounts of insurance on the terms specified in this Section, all at no cost to the State:
  - i. COMMERCIAL GENERAL LIABILITY Insurance (including Contractual Liability, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property Damage coverages) with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages for, or arising out of, bodily injuries to or death of all persons in any one accident or occurrence, and, subject to that limit per accident, and the provisions of Subdivision (b)ii of this Section, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000), for all damages for, or arising out of, bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;
  - ii. AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If the Lessee does not own an automobile, but one is used in the performance under this Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the performance under this Agreement then automobile coverage is not required.
  - iii. WORKER'S COMPENSATION & EMPLOER's LIABILITY INSURANCE in

accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Lessee's employees at or working from the Premises, which coverage shall include Employer's Liability Insurance with minimum limits of:

- a. \$100,000 Each Accident (bodily injury by accident);
- b. \$500,000 Disease – Policy limit (bodily injury by disease); and
- c. \$100,000 Disease – Each Employee (bodily injury by disease).

iv. PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS) in the event Lessee and/or any of its contractors provide any architecture, engineering, design, accounting, legal, or other professional services under or in conjunction with this Agreement and/or at or with regard to the Premises, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise the professional involved shall maintain such coverage for a period of at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Lease or the project to which it relates, whichever is earlier.

(b) All products and completed operations coverage required to be maintained by Lessee and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

(c) The State and its officers, agents and employees (collectively, "State Indemnified Parties") shall be named as additional insureds under any and all coverages maintained pursuant to Subsection (a) above as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

(d) Notwithstanding any other provision of Subsection (a) of this Section to the contrary:

- i. Any party required to maintain insurance hereunder (herein, individually, an "Insuring Party" and, collectively, the "Insuring Parties") shall be deemed to be in compliance with Subsection (a) of this Section even if such party's insurance policy(ies) are not written for amounts specified in Subdivisions (a)i, ii, and/or iv of this Section, providing said party carries Umbrella Liability insurance for any differences in the amounts specified therefor and the policy(ies) for such Umbrella Liability insurance follow(s) the form of said party's primary coverages;
- ii. Unless any commercial general liability insurance maintained pursuant to Subdivision (a)i of this Section is written solely for this

project, the general aggregate limit shall be twice the occurrence limit; and

- (e) Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved by the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to the State, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to the State hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.
- (f) The State of Connecticut and its officials, agents and employees shall be named as additional insureds under any and all coverages (other than workers' compensation insurance) maintained pursuant to Subdivisions (a)i, ii, iii, and iv and Subsection (d) of this Section.
- (g) Upon execution of this Lease and on or before the tenth (10<sup>th</sup>) business day preceding every subsequent anniversary date of the execution of the Lease during the term of this Lease, the Lessee agrees to furnish to the State, only on the form or forms supplied or accepted by the State, a certificate of insurance and an additional insured endorsement fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said certificate of insurance. If such policy or policies approve the coverage for additional insured parties, such relevant section or section of the policy or policies shall be provided to the State along with each required certificate of insurance. Each certificate of insurance shall specify amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by the State in writing. If at any time during the term of this Lease, the Lessee shall fail to provide any such insurance documentation within ten (10) business days after written notice from the State, or duly maintain (or ensure that its Contractors maintain) all required insurance coverage in full force and effect, then the State, in addition to any other remedies it may have, all of which are preserved for the State, may either immediately terminate this Lease or procure or provide alternate insurance coverage and charge the Lessee the cost thereof, which amounts shall then be promptly paid by the Lessee to the State. Copies of all required insurance policies shall be retained by the Lessee until three (3) years after the expiration or earlier termination of the term of this Lease.
- (h) The amount of casualty insurance maintained by the Lessee shall in no way limit any obligations the Lessee otherwise may have under this Lease to repair or reconstruct any improvements constituting a part of the Premises or any portion thereof following a casualty.
- (i) All of the Insuring Parties' insurers shall be licensed by the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder shall be written "occurrence" (as opposed to "claims made") basis, except for professional liability insurance, which may be maintained on a "claims made" basis; providing, however, that the named insured also shall be obligated to procure an extended reporting period thereto or a subsequent "claims made" policy with the same retroactive date as the prior "claims made" policy, as necessary to protect the named insured from any claims, actions or

causes of action which first accrue during the initial policy period, which shall be retroactive to the date prior to that when the named insured commenced performing any work for or with respect to the Premises.

- (j) Each Insuring Party shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles and/or self-insured retentions under any policy(ies) of insurance maintained by it. None of the Insuring Parties' insurers shall have any right of subrogation or recovery against the State or any of the other State Indemnified Parties, all of which rights are hereby waived. All insurance maintained by each Insuring Party shall be primary and noncontributory and shall not be in excess of any other insurance.
- (k) Nothing herein shall preclude any Insuring Party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, providing, however, that all liability insurance maintained by any Insuring Party covering the Premises or any activities at the same shall name the State and the State's officials, agents and employees as additional insureds. Any insurance maintained by the State shall be in excess of any and all insurance maintained by each Insuring Party, and shall not contribute with it.
- (l) The insurance policy(ies) required under this Article shall not be subject to cancellation unless notice is given to the State, in the manner set forth in this Lease for providing "Notices" at least thirty (30) days prior to the date of cancellation.
- (m) Except as otherwise provided to the contrary in this Section, any insurance required by this Lease may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that the Lessee-Insuring Party shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the State that the same complies in all respects with the provisions of this Lease, and that the coverages thereunder and the protection afforded the State thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the Premises.
- (n) The Lessee shall neither do nor allow its Contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this Section shall or may be invalidated in whole or in part. In the event that any of the Lessee's Contractors so acts (or fails to act), then the Lessee shall promptly use commercially reasonable efforts to eliminate that condition.
- (o) The State shall have the right to review and revise the insurance requirements applicable to the Lessee and its Contractors during the term of this Lease and to make reasonable adjustments to the types and amounts of, and terms pertaining to, insurance coverage required hereunder, as the State reasonably deems to be prudent in the circumstances, based upon increased costs of construction, inflation, statutory law, court decisions, claims history, and other relevant factors.
- (p) The failure of the State, at any time or from time to time, to enforce the provisions of this Section concerning insurance coverage shall not constitute a waiver of such provisions; neither shall the Lessee's or its Contractors' obligation to maintain insurance, nor any failure by the State to enforce such

obligations, in any respect reduce the obligation of the Lessee or its Contractors to indemnify, defend and hold and/or save harmless the State as provided elsewhere in this Lease.

- (q) Each Insuring Party shall produce, within five (5) business days, a copy or copies of all applicable insurance policies requested by the State. The State is hereby authorized to contact the insurance provider(s) of the insurance policies required under this Lease and obtain such policy(ies) directly.
- (r) Unless requested otherwise by the State of Connecticut, each Insuring Party and its insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against it or the State Indemnified Parties. Each Insuring Party shall assume and pay all costs and billings for premiums and audit charges earned and payable under the required insurance. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- (s) The provisions of this Lease by which the Lessee has agreed to indemnify the State and this Section (including this Subsection) shall be incorporated and made a part of each contract or other agreement which the Lessee enters into with any Contractor appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in said provisions, remain unchanged – it being understood and agreed, however, that the provisions of Subsections (e) and (f) of this Section only shall be incorporated in agreements with the Lessee's subtenants, if any; and provided, further, that the requirement to maintain Liquor Law Liability Insurance pursuant to Subdivision (a) iv of this Section only shall apply to those subtenants and concessionaires who sell or serve alcoholic beverages at or from the Premises.
- (t) The provisions of this Section shall survive the expiration or earlier termination of this Lease (the "Lease End Date") to the extent they require the Lessee and/or any Contractor to maintain insurance coverage for a specific period of time that has not as yet expired as of the Lease End Date or relate to or specify any rights, remedies and/or terms that apply to any insurance coverage which applies to any claims that arise or are made in connection with the Premises whether before or after the Lease End Date.
- (u) To the extent any of the insurance required hereunder becomes commercially unavailable, the parties will cooperate on a modification of the requirements to address each other's concerns and adapt the requirements to then current conditions.

#### **Indemnification.**

- (a) The Lessee shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Lease, including the acts of commission or omission (collectively, the "Acts") of the Lessee or Lessee Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Lease. The Lessee shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Lessee's



obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Lessee's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Lessee shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Lessee shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Lessee or any Lessee Parties. The State shall give the Lessee reasonable notice of any such Claims.
- (d) The Lessee's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Lease, without being lessened or compromised in any way, even where the Lessee is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Lessee shall carry and maintain at all times during the term of the Lease, and during the time that any provisions survive the term of the Lease, sufficient general liability insurance to satisfy its obligations under this Lease. The Lessee shall name the State as an additional insured on the policy and shall provide a copy of the policy to the State prior to the effective date of the Lease. The Lessee shall not begin Performance until the delivery of the policy to the State. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency is contributorily negligent.
- (f) This Section shall survive the Termination of the Lease and shall not be limited by reason of any insurance coverage.
- (g) As used in this Section and elsewhere in this Lease, the following terms shall have the following meanings: (i) "Claims" shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum, (ii) "Lessee Parties" shall mean Lessee's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Lessee is in privity of oral or written contract and the Lessee intends for such other person or entity to perform under this Lease in any capacity, and (iii) "Records" shall mean all working papers and such other information and materials as may have been accumulated by the Lessee in performing under this Lease, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**Hold Harmless.** The Lessee will at no time hold the State responsible for damage, theft or acts of vandalism occurring to equipment or property owned or leased by it or in its possession and located on the Premises or any other damage of any nature that may be sustained by such equipment or property while located on the Premises, except as such damage is caused by the negligence of the State's agents, employees and representatives acting within the apparent scope of their authority. The

provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

**Taxes, Fines and Utilities.**

- (a) The Lessee shall be responsible for securing, and paying for, any and all water, gas, oil, electricity, sewage and other private and/or public utilities that are delivered to, and/or consumed or otherwise used at, the Premises during the Term of this Lease, unless otherwise specifically provided to the contrary in this Lease. As and to the extent requested by the State, the Lessee shall abandon and make safe all utility connections required for the Premises at the end of this Lease, all at the Lessee's sole cost and expense.
- (b) The Lessee also hereby assumes and shall pay all taxes, if any, levied on or against the Premises for all tax periods which occur during the Term of this Lease. All grants-in-lieu of taxes (under Section 12-19a of the General Statutes of Connecticut as the same may be amended) also shall be assumed and paid by the Lessee for all tax periods which occur during the Term of this Lease, if such a grant-in-lieu of taxes concerning the Premises is required of the State. Any taxes or grants-in-lieu of taxes paid or payable with respect to any portion of any tax period which occurs prior to the commencement of, or subsequent to the expiration or earlier termination of, this Lease shall be prorated by dividing the amount otherwise payable during said tax period by the number of days encompassed within said period and multiplying the resulting quotient by the number of days this Lease was effect during such tax period. For purposes of this Lease a "tax period" means that period of time for or with respect to which any taxes or grants-in-lieu of taxes are or have been levied, due and/or paid or payable to any taxing authority within whose jurisdiction the Premises are located.
- (c) The Lessee will be responsible for and pay all fees, fines and/or penalties assessed for violation of, or which are required to be paid in order to comply, for compliance with all State and municipal health and building codes and regulations.
- (d) The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

**No Waste.** The Lessee shall not mutilate, damage, misuse, or commit or suffer waste on the Premises, but shall keep the same and upon the termination hereof deliver them up, in as good condition as they may be put in by the Lessee or the State, ordinary wear and tear, fire without fault or malfeasance of any occupant of the Premises, and damages by the elements without concurring fault on the part of the Lessee, excepted.

**State's Right to Terminate.** Notwithstanding any provision in this Lease, in the event of a violation of this Lease by Lessee, the State reserves the right to terminate this Lease at any time during the initial Term or any renewal or extension thereof upon one hundred and eighty (180) days' prior written notice to the Lessee, provided, that the State shall give written notice to the Lessee of termination hereof at its principal place of business, as set forth in Section XXVI of this Schedule B, and provided that the Lessee shall have a period of sixty (60) days from the date of receipt of said notice within which to cure or cease any violations or failure on its part to perform any stipulation, requirement or condition of this Lease or within which to diligently commence and continue efforts to cure such failure in a reasonable time after such sixty (60) day period (and in the event of any such cure or cessation of a violation or failure the State shall not terminate this Lease on account thereof). If the Lessee

shall be adjudged bankrupt or insolvent according to law, or if the Lessee shall make an assignment for the benefit of creditors, the State may, at its own option, terminate this Lease and immediately take possession of the leased Premises, and this Lease shall not be assignable by any process of law or treated as an asset of the Lessee after such adjudication or assignment. Such termination shall in no event be deemed to be a breach of contract; and all rights, duties, and obligations hereunder, except those obligations which specifically survive the termination of this Lease, shall be null and void, so that no party shall have any further rights, duties, or obligations to any other, except as otherwise specifically provided herein or in the written notice of termination.

**Lessee's Right to Terminate.** If during the term of this Lease, the Lessee determines that it no longer is able to continue its operations on the Premises, it shall so notify the State in writing and such notification shall constitute a termination of this Lease, whereupon the parties hereto shall cease to have any further obligation or liability to one another, provided that Lessee shall be responsible for all Rent that may have accrued through the date of termination.

**Duties at End of Lease.**

- (a) At the expiration or earlier termination of this Lease, the Lessee will quit and surrender the Premises hereby leased and, in so doing, remove all of its personal property from the Premises at its own sole cost and expense, leaving the Premises in as good or better condition as when it took occupancy, reasonable wear and tear excepted. In the event the Lessee fails to vacate the Premises at the expiration or earlier termination of this Lease, the Lessee shall become a tenant at sufferance until the Lessee vacates the Premises on the same terms and conditions specified herein as if the Term hereof had not ended; providing, however, that (i) the Term of this Lease shall not be, nor deemed to be, renewed or otherwise extended, (ii) the Lessee shall not have any possessory or other rights in or to the Premises, all of which are hereby disclaimed by the Lessee, (iii) the Lessee shall pay the State a "use and occupancy fee" on the first day of each month or part thereof that the Lessee has not vacated the Premises equal to \$500.00 per month, which sum, for purposes of this Section, the parties agree represents the fair market rental value of the Premises at the time of said termination, and in addition to any and all other rights that State has or may have against the Lessee, all of which are hereby reserved to the State, the Lessee shall reimburse the State for any and all costs and expenses which are incurred by the State (including, but not limited to, attorney's fees and costs) in connection with any effort that that may be undertaken by the State to have or to seek to have the Lessee and/or any other person(s) removed from the Premises and/or to collect any sums due to the State under this Lease. Without limiting the generality of the foregoing, the Lessee agrees that, for and so long as the Lessee shall continue to occupy the Premises, the Lessee will continue to be bound by and will comply with any and all of the Lessee's obligations that it has agreed to perform during the Term of this Lease, notwithstanding that the Term of this Lease shall not be extended thereby.
- (b) Except as otherwise provided for in the Section of this Lease entitled "Use," at the expiration or earlier termination of this Lease, the Lessee shall remove all Improvements (including, but not limited to, signs, lighting, fences, paved areas and sidewalks) that have been made by or on behalf of the Lessee and restore the Premises to the same physical condition in which it existed immediately before the execution of this Lease, all at no expense to the State. In the event the Lessee shall not fulfill this obligation within a reasonable time when requested by the State, the State shall at its option arrange to have

such work done and shall bill the Lessee for all expenses incurred in connection with the same. The Lessee shall promptly pay all such amounts when billed, without recourse.

- (c) Upon the expiration or earlier termination of this Lease, the proceeds of all insurance policies payable on account of any casualty or like occurrence which occurs on or about or otherwise affects the Premises shall be paid to the State to the extent any of such proceeds have not been used to pay any costs or expenses associated with repairing or restoring any damage caused thereby.
- (d) The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

**State's Rights of Re-entry.** In the event of termination of this Lease under any article of this Lease, it shall be lawful for the State to re-enter and resume possession of the Premises, and the same to have again, repossess and enjoy, or to dispossess and remove all persons and their goods and chattels therefrom without liability in law or equity for any damage caused by such removal. The Lessee expressly covenants and agrees to pay the costs and expenses including attorney's fees of the State in collecting the same and in re-entering said Premises. Upon any such lawful termination, the parties will cease to have any further obligation or liability to each other.

**Americans with Disabilities Act (ADA).** The Lessee represents that it is familiar with the terms of the Americans with Disabilities Act of 1990 (the "Act"), Public Law 101-336, and that the Lessee and its Contractors are and will remain in compliance with the Act in performance of this Lease throughout the Term hereof to the extent applicable to the Lessee with the understanding that the Lessee shall not be obligated to make any alterations to or provide any equipment to the Premises as might otherwise be required by the Act. The Lessee warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Lessee or its Contractors to be in compliance with this Act, as the same applies to performance under this Lease. The provisions of this Section shall survive the expiration or earlier termination of this Lease and any holdover period.

**Other Provisions Required By Law.** Each and every provision of law and clause required by law to be inserted in this Lease shall be deemed to be inserted herein and the Lease shall be read and enforced as though it were included herein, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the request of either party, the Lease shall forthwith be physically amended to make such insertion.

**Executive Orders and Other Enactments.**

- a) All references in this Agreement to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Agreement at any time during its term, or that may be made applicable to the Agreement during its term. This Agreement shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the LEASEE is not relieved of its obligation to perform under this Agreement if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b) This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J.

Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

- c) This Agreement may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Agreement as if fully set forth in it.

**Discrepancies, Errors or Omissions.** In case of conflicts, discrepancies, errors, or omissions among the various parts of this Lease any such matter shall be submitted immediately by the Lessee to the State for clarification. The State shall issue such clarification within a reasonable period of time. Any services affected by such conflicts, discrepancies, errors, or omissions which are performed by the Lessee prior to clarification by the State shall be at Lessee's risk.

**Condemnation.** If, after the execution and prior to the expiration of the term of this Lease the entire Premises shall be appropriated by the right of Eminent Domain, this Lease shall terminate on the date of said appropriation. If a portion of the Premises is appropriated by the right of Eminent Domain, the Lease shall at the option of the State terminate. The State shall give written notice to the Lessee of termination at the address hereinafter provided. The State reserves to itself and Lessee assigns to the State all rights to damages or awards because of such taking by eminent domain.

**No Waiver.** The failure of the State to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect with regard to any violations thereof that had theretofore occurred.

**No Warranty of Title.** In executing this Lease, the State makes no claims or guarantees with respect to the title of the Premises herein Leased, and the Lessee specifically agrees that it shall in no way hold the State liable for any claims or damages for any interruption of its enjoyment or use of the Premises should any dispute to title arise during the course of this Lease.

**Granting Rights to Others.** Nothing contained in this Lease shall be construed to prevent the State from granting any rights to or permitting any use of the Premises it might otherwise have authority to grant or permit, provided, however, that the State agrees that it will not grant any such right or permit such use if such right or use would prevent the use and enjoyment by the Lessee of the Leased Premises without the approval of the Lessee, which approval shall not be unreasonably withheld.

**Signage.** Any signs placed on the Premises, except for those signs used for directional purposes, such as trail markers, or as required by this Lease, will be subject to prior written approval by the State. All signage placed on the Premises will be at the Lessee's cost and expense. The Lessee shall install and maintain signage visible to visitors, and include in printed publications and online material, acknowledgement of the State's partnership and ownership of the Premises.



**Sovereign Immunity.** The parties acknowledge and agree that nothing in the Lease shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Lease. To the extent that this Section conflicts with any other Section, this Section shall govern.

**Notices.** Where written notice is required under this Lease, such notice shall be deemed sufficiently given if sent by certified mail, return receipt requested, to:

The State: Office Director  
Connecticut Department of Energy and Environmental Protection  
Land Acquisition and Management Unit, 6<sup>th</sup> Floor  
79 Elm Street  
Hartford, CT 06106-5127

The Lessee: Office of the Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue  
Bloomfield, CT 06002

Provided that said addresses may be changed at any time by written notification by either party, sent as above.

**No Exclusive Remedies.** No right, power, remedy or privilege of the State shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of each other or of any other remedy available to the State at law or in equity.

**Entire Agreement.** Subject to the provisions of the Section entitled "Conditions Precedent," this Lease and all of the schedules and exhibits attached hereto together constitute the entire agreement between the parties regarding the subject matter hereof and shall supersede all previous communications, representations, and/or agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

**Conditions Precedent.** This Lease shall not be effective unless it is approved by the Secretary of the Office of Policy and Management and the Attorney General of the State of Connecticut.

**Severability.** If any part of any provision of this Lease or any other agreement, document or writing given pursuant to or in connection with this Lease shall be declared to be invalid or unenforceable under Applicable Law by a court or agency having jurisdiction over the subject of any dispute, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted in such a manner so as to give the greatest possible effect of the original intent and purpose of the Lease.

**No Derogation of Police Powers.** Nothing in this Lease shall be in derogation of the valid exercise of the police powers of the State of Connecticut.

**Claims Against the State.** The Lessee agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Lease shall be in accordance with Chapter 53 of the Connecticut General Statutes


(Claims against the State) and the Lessee further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

**Forum and Choice of Law.** The parties deem the Lease to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Lease to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Lessee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**Corporate Authority.** The Lessee represents and warrants to the State that:

- (a) it is a duly and validly existing municipal corporation organized under the laws of the State of Connecticut and authorized to conduct its business in the State of Connecticut in the manner contemplated by this Lease;
- (b) the Lessee has taken all necessary action to authorize the execution, delivery and performance of this Lease and has the power and authority to execute, deliver and perform its obligations under this Lease;
- (c) the Lessee has full right and authority to enter into this Lease for the full term herein granted;
- (d) the Lessee will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this lease;
- (e) the execution, delivery and performance of this Lease by the Lessee will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any governmental department, commission, board, bureau, agency, office, council, institution or instrumentality; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound; and
- (f) to the extent that the Lessee has engaged the services of any person or entity in any capacity to solicit or secure this lease, the Lessee shall be solely responsible for the payment of any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this lease or any assignments made in accordance with the terms of this lease. The State shall not be responsible under any circumstances for the satisfaction of such consideration.

TO: Town Councilors

FROM: Stanley D. Hawthorne, Town Manager 

DATE: November 10, 2022

RE: FY 2023-24: ADOPTION OF RESOLUTION – PARK SCHOOL COMPLEX  
REDEVELOPMENT / ATHLETIC FIELD LIGHTS

Please review the detailed memorandum and supporting documentation from Parks, Recreation and Leisure Services Director David Melesko regarding the Park School Complex Redevelopment/Athletic field lights.

The State Bond Commission has authorized a \$650,000 Urban Action Grant for this project; however, the Town is required to enter into an agreement with the State in order to access the funds.

Should Council wish to move forward, the following motion would be in order:

Move to adopt the following resolution:

*RESOLVED that the Town of Bloomfield may enter into with and deliver to the State of Connecticut Department of Energy and Environmental Protection, any and all documents which it deems to be necessary or appropriate for a grant of \$650,000 for the Park School Complex Redevelopment / Athletic Field Lights located on 330 Park Avenue; and be it*

*FURTHER RESOLVED, that Stanley D. Hawthorne as Town Manager of the Town of Bloomfield is authorized and directed to execute and deliver any and all documents on behalf of the Town of Bloomfield and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.*


*The undersigned further certifies that Stanley D. Hawthorne holds the position of the Town Manager of Bloomfield and that he has held that position since August 31, 2021.*



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## INTEROFFICE MEMORANDUM

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TO: STANLEY D. HAWTHORNE, TOWN MANAGER  
FROM: DAVID MELESKO, DIRECTOR OF LEISURE SERVICES   
SUBJECT: RESOLUTION THE STATE OF CONNECTICUT DEPARTMENT OF ENERGY &  
ENVIRONMENTAL PROTECTION URBAN ACT GRANT – PARK SCHOOL COMPLEX  
REDEVELOPMENT / ATHLETIC FIELD LIGHTS  
DATE: NOVEMBER 9, 2022

At the State of Connecticut July 29, 2022 Bond Commission meeting, the Town of Bloomfield was awarded \$650,000 to assist with the purchasing and installation of Athletic Field Lights on the Parks School Complex grounds. This is in addition to the \$625,000 previously allocated through local funding through the Town of Bloomfield Community Investment Plan during Fiscal Year 2023. Below is the project background and scope of work to be completed:

### ***Project Background and Scope of Work***

Project: To provide a grant to the project sponsor, the Town of Bloomfield (the "Contractor"), for the construction and installation of athletic field and court lights at the Park School Complex. Funds for this project were allocated at the Bond Commission meeting of July 29th, 2022. Improvements include athletic lights on two full size soccer/football fields and one multipurpose field. The Park is located within the territorial limits of the Town of Bloomfield and is bounded on the south by Park Avenue and on the south/southwest by Tyler Street.

Purpose: The project referenced above (hereinafter referred to as the "Project") shall be undertaken by the Contractor to create new, safe opportunities for member of the Community to gather and recreate during the evening into early night hours.

Project Description: The total budget for this project is estimated to be two million eighty thousand dollars (\$2,080,000) of which six hundred twenty-five thousand dollars (\$625,000) is being funded through local funds and six hundred fifty thousand dollars (\$650,000) is being funded through the State of Connecticut Urban Act Grant Program. The budget breakdown consists of the following:

\$44,500 – Designated for the consultant planning team, SLR International Corporation. The planning team has been charged with Data Collection, Geotechnical Investigation, Bid Documents that includes site and electrical construction documents for the lighting system, Permitting, Bid Assistance, and Construction Administration.

\$1,765,500 – Designated for total construction for project with includes illuminating two (2) full size soccer fields, one (1) multipurpose field, one (1) softball field, and five (5) tennis/pickleball

courts. It is estimated that each rectangle field will need four (4) light poles accompanied with light fixtures, each diamond field will need four (4) light poles accompanied with light fixtures, and the courts will need between four to six (4-6) light poles accompanied with light fixtures. Additionally, this will include electrical service, electrical wire runs, removal of existing poles, all site work, permitting, and software.

\$270,000 – Designated for approximately 12.5% contingencies for overruns, potential inflation costs, and unforeseen underground mitigation.

Due to the current level of funding, this project will be broken down into three (3) phases; Phase one - illuminate the two (2) full size soccer fields and one (1) multipurpose field, Phase two - illuminate the tennis / pickleball courts, and Phase three - illuminate the softball field. It is anticipated, upon receipt of a successful bid, with both the local funding of six hundred twenty-five thousand dollars (\$625,000) and through the State of Connecticut Urban Act Grant funding of six hundred fifty thousand dollars (\$650,000) that the Town will be able to accomplish Phase one of this project.

***In order to finalize the State of Connecticut Department of Energy and Environment Protection Urban Act Grant, the following Resolution is necessary to complete the application process.***


*RESOLVED that the Town of Bloomfield may enter into with and deliver to the State of Connecticut Department of Energy and Environmental Protection, any and all documents which it deems to be necessary or appropriate for a grant of \$650,000 for the Park School Complex Redevelopment / Athletic Lights Project located on 330 Park Avenue; and be it*

*FURTHER RESOLVED, that Stanley D. Hawthorne as Town Manager of the Town of Bloomfield is authorized and directed to execute and deliver any and all documents on behalf of the Town of Bloomfield and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.*

*The undersigned further certifies that Stanley D. Hawthorne hold the position of the Town Manager of Bloomfield and that he has held that Position since August, 2021.*



TO: Town Councilors

FROM: Stanley D. Hawthorne, Town Manager 

DATE: November 10, 2022

RE: FY 2023-25: 8-24 REFERRAL TO THE TOWN PLAN AND ZONING COMMISSION (LEASE BETWEEN THE TOWN OF BLOOMFIELD AND LOS CABOS II EQUITY LLC)

Please see the detailed memorandum from Purchasing and Risk Manager Nancy Haynes regarding an 8-24 Referral for a Lease for the Library Swing Space.

Should Council wish to move forward, the following motion would be in order:

*Refer a lease between the Town of Bloomfield and Los Cabos II Equity LLC for temporary space for library services to the Town Plan & Zoning Commission in accordance with Connecticut General Statutes Section 8-24.*



## TOWN OF BLOOMFIELD MEMORANDUM

DATE: November 10, 2022

TO: Stanley D. Hawthorne, Town Manager

FROM: Nancy Haynes, Purchasing and Risk Manager

SUBJECT: **CGS § 8-24 Referral**  
**Lease for Library Swing Space**

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The Library Building Committee, at its November 2, 2022 meeting, voted to recommend approval of a lease for 3,200 square feet at Wintonbury Mall for swing space for the library during construction of both Prosser and Faith McMahon Libraries, which is scheduled to occur concurrently. The first step in the process is a Town Council referral of the lease to TPZ for an 8-24 hearing to review the use for compatibility with zoning regulations.

A lengthy search for swing space was undertaken by the Library Building Committee beginning last winter. Some of the locations that were considered included:

- 45 Wintonbury Ave.
- 34 Jerome Ave.
- Old Windsor Federal Bank building on Jerome Ave.
- Met Life building
- Former hardware store on Tunxis Ave

These locations were considered, and rejected due to location, unavailability, cost, extensive modifications or unsuitability.

The Library Building Committee also sought out space for dedicated computer use on the east side of town to service the Blue Hills neighborhood. Properties considered include the Sav-Moor Plaza, Blue Hills Fire District meeting room, and Bloomfield Early Learning Center. None of those properties are either available, available on a dedicated basis, or desirable to BPL. BPL will continue to seek out opportunities to have a presence for this need elsewhere.

The lease, with Los Cabos II Equity, LLC will be for 3,200 square feet, for a period of 22 months, at the space next to State Farm Insurance on the Park Ave side of the Mall, identified as Suite # 39 on the attached layout. A picture is also attached. Monthly rental is \$2,917.33 for the space and \$1,066.67 for common areas, commencing on January 1, 2023. Utilities and daily custodial service are not included in the rent. Some relatively minor modifications to the space

will be necessary, such as the addition of a sink and some electrical and data outlets. The Town Attorney has performed his initial review of proposed lease, and there are some terms currently being negotiated; however any changes will not impact the basic terms as identified herein. The cost of the swing space is a project related expense and this falls within the \$120,000 budget. With the uncertainty of future redevelopment for the mall and current discussions with a Development Agency, the Town Attorney has opined that a short term lease at Wintonbury Mall is acceptable.

Upon favorable action from the TPZ on November 17, 2022, the Town Council will be asked to approve the contemplated lease and authorize the Town Manager to formally execute it after receiving final approval by the Town Attorney. It is anticipated that this will come back to the Town Council at its next meeting in order to meet the attached schedule for occupancy.

The following motion would be in order:

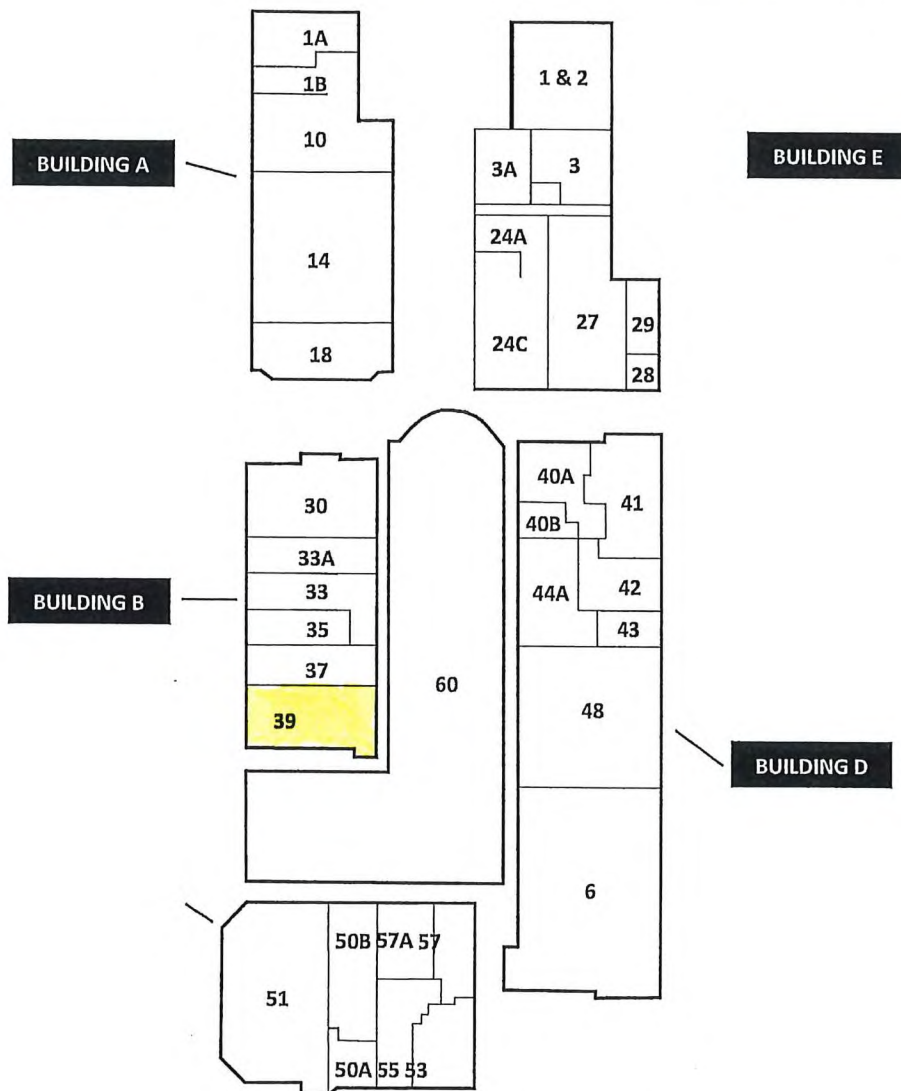
*Move to refer a lease between Town of Bloomfield and Los Cabos II Equity LLC for temporary space for library services to the Planning and Zoning Commission in accordance with CGS § 8-24.*

EXHIBIT B

DESCRIPTION OF DEMISED PREMISES  
LEGAL DESCRIPTION-SITE PLAN

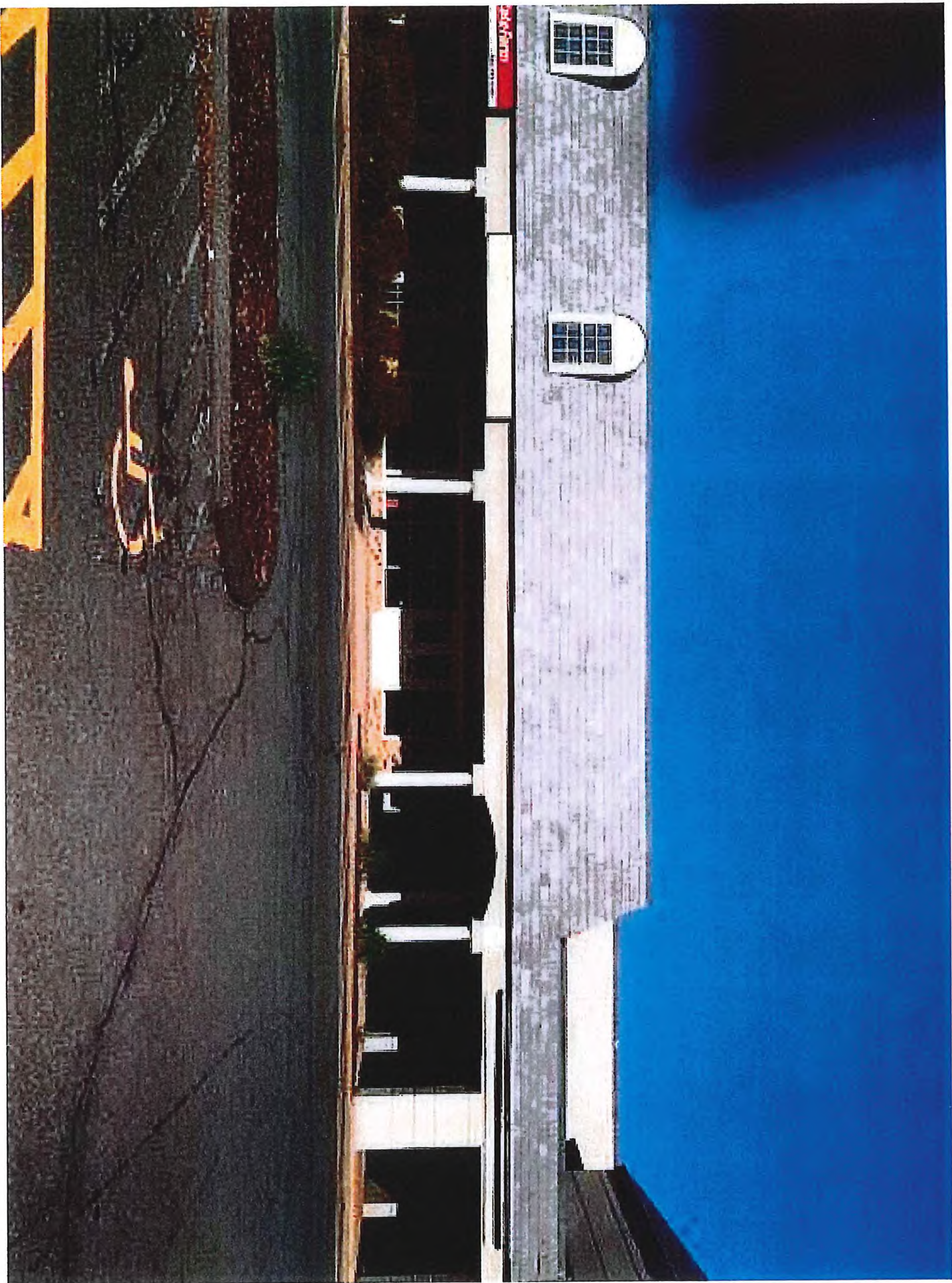
---X--- See attached plot Map

PROPERTY SPACE LAYOUT – NUMBERED SUITES



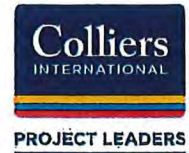
836 PARK AVENUE, BLOOMFIELD, CT  
WINTONBURY MALL







# MILESTONE SCHEDULE



## Town of Bloomfield


### Libraries Renovation and Construction

○ Owner Meeting

◆ Major Milestone

I	Swing Space Occupation		Enter Start Date	-	Enter End Date
1	Building Committee approval of swing space location	◆	<b>November 2, 2022</b>		
2	Submit proposed lease to Landlord		November 3, 2022		November 4, 2022
3	Lease review and negotiation		November 4, 2022		November 11, 2022
4	Submit lease to Town Council for referral to Town Planning and Zoning	◆	<b>November 14, 2022</b>		
5	Town Planning and Zoning approval and recommendation to Town Council	◆	<b>November 17, 2022</b>		
6	Town Council approval	◆	<b>November 28, 2022</b>		
7	Signing of Lease		November 29, 2022		December 2, 2022
8	Procurement of materials for modifications		December 2, 2022		January 3, 2023
9	Lease Term Begins	◆	<b>January 1, 2023</b>		
10	Modifications to space		January 3, 2022		January 31, 2022
11	Install IT/network equipment and infrastructure		January 3, 2022		January 20, 2022
12	Move and set-up		January 16, 2022		January 31, 2022
13	Vacate Prosser and McMahon-Wintonbury	◆	<b>January 31, 2022</b>		
14	Occupy Swing Space	◆	<b>February 1, 2022</b>		

TO: Town Councilors

FROM: Stanley D. Hawthorne, Town Manager 

DATE: November 10, 2022

RE: FY 2023-25: TAX REFUNDS

Please see the attached memoranda and tax refund lists asking Council to approve tax refunds.

Should Council wish to move forward, the following motion would be in order:

*Move that tax refunds be approved in accordance with the memorandum dated November 8, 2022.*

To: Keri Rowley, Finance Director  
From: Jean G. Kitchens, Tax Collector  
Date: November 8, 2022  
RE: Tax Refunds

-----  
The attached requests for refunds of property taxes are submitted for your approval in accordance with Section 12 of the Connecticut General Statutes.

The refund for New Creation Foundation is due to the tax being paid on a tax exempt property.

The refund for Vaughn's Transportation is due to the tax being paid twice.

**November 2022 Refund List**

<b>Customer Name</b>	<b>List Number</b>	<b>Amount requested</b>	<b>Notes</b>
Armstrong Anthony	2021 MV	\$ 135.75	
Bouier Lorenzo	2021 MV	\$ 153.31	
CCAP Auto Lease LTD	2021 MV	\$ 409.64	
Daimler Trust	2021 MV	\$ 405.81	
Fair Titling Trust	2021 MV	\$ 478.26	
Fleming Rosemary	2021 MV	\$ 27.59	
Harper Mark	2021 MV	\$ 185.55	
Heinlein Eunice	2021 MV	\$ 36.28	
Honda Lease Trust	2021 MV	\$ 171.97	
Nelson Ruby	2021 MV	\$ 11.66	
New Creation Foundation INC	2021 RE	\$ 8,954.34	Tax Exempt
PDS Engineering& Construction INC	2021 MV	\$ 271.58	
Schmoll Louise A	2021 MV	\$ 74.88	
Toyota Lease Trust	2020 MS	\$ 540.59	
Vaughns Transportation LLC	2020 MV	\$ 1,811.46	Paid Twice
VW Credit Leasing LTD	2020 MV	\$ 190.60	
	2021 MV	\$ 621.61	
		<b>\$ 14,480.88</b>	

TO: Town Councilors

FROM: Stanley D. Hawthorne, Town Manager



DATE: November 10, 2022

RE: FY 2023-26: RETAIN AN EMPLOYMENT/HUMAN RESOURCES CONSULTANT  
TO REVIEW AND INVESTIGATE THE TOWN OF BLOOMFIELD HIRING  
PRACTICES; AND APPROPRIATE FUNDS FROM TOWN COUNCIL  
CONTINGENCY UP TO \$50,000

This item was placed on the agenda at the request of Councilor Kirton for further review and recommendation.



## Sharron Howe

---

**From:** Rickford Kirton  
**Sent:** Wednesday, November 2, 2022 4:07 PM  
**To:** Sharron Howe  
**Cc:** Town Council; Stanley Hawthorne; Marc Needelman  
**Subject:** The item for the November 14 Council Agenda

Good afternoon Sharron, can you please add the below item to the November 14 Council agenda for Council consideration?

To retain an employment / human resources consultant to review and investigate the following matters, and submit a report to the Town Council and Town Manager with its findings, analysis and recommendations:

1. Why several recently hired employees left their employment in a short period of time, and to determine if there were proper resources provided to them and if there were any internal management issues which prompted their employment decisions;
2. To determine if any job vacancies over the last 18 months were filled with personnel possessing the skills and experience necessary for those job descriptions, and if the jobs were posted and included a competitive selection process;
3. To identify if any new job positions (such as Assistant Town Manager), were created and filled by the Town Manager in the last 18 months, and if so, were the job positions posted, was there a defined job description, and was there a competitive selection process. Did the Manager need or obtain Town Council input or permission to create any such new positions, and if so, were such positions approved by the Town Council;
4. To review the organization of Town Hall and Department staff, to determine if adequate personnel resources have been allocated to accomplish the responsibilities and purpose of the departments or job assignments, and to identify areas of concern;
5. To advise if Town Staff have received adequate direction and support from the Town Manager (educational instruction, staff and department meetings, written communications, confidence building and encouragement), and are there any instances of job intimidation or like behavior that has served to undermine or impede staff morale or performance; and
6. What areas of personnel administration, employment retention and development, operational organization, resource allocation, job descriptions, Council – Management collaboration, need further review and recommendations.

Thank you,  
Councilor Kirton

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>  
**Sent:** Tuesday, November 8, 2022 4:43 PM  
**To:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>  
**Cc:** Rosa Matias <[rmatias@Bloomfieldct.org](mailto:rmatias@Bloomfieldct.org)>; Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>;  
Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>  
**Subject:** Re: Response to your question

Mr. Hawthorne,  
Unfortunately, I don't believe it's a misunderstanding on my part. I don't believe you had the authority to do what you did without any collaboration with the Town Council.

Councilman Kirton

On Nov 8, 2022, at 4:00 PM, Stanley Hawthorne <[SHawthorne@bloomfieldct.org](mailto:SHawthorne@bloomfieldct.org)> wrote:

Councilor Kirton,

Again, I am sorry that you are failing to understand after repeated explanation and documentation provided to you and the copied recipients on this series of emails. Additionally, I comprehensively presented this information to the Town Council as part of the diversity, equity, and inclusion analysis and budget modification during budget workshops.

There is nothing for Ms. Matias to update with regard to the Assistant Town Manager position in reference to the information that you requested and for which she compiled an accurate report.

The current incumbent's position (Assistant Town Manager) was retitled from "Assistant to Town Manager" (pay grade 8) to "Assistant Town Manager" (pay grade 8) between July 1, 2016 and July 1, 2021 prior to my tenure with Bloomfield.

Different than all other management incumbents, the title provided on the official Management Salary Schedule was never effected for Ms. Sharron Howe until it was corrected this past July 1, 2022.

*Stanley*

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>  
**Sent:** Tuesday, November 8, 2022 3:31 PM  
**To:** Rosa Matias <[rmatias@Bloomfieldct.org](mailto:rmatias@Bloomfieldct.org)>  
**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>  
**Subject:** Re: Response to your question

Good afternoon Rosa,



As I read through the data, I saw that your report did not include the position of assistant town manager. I would appreciate it if you could update and resend as soon as possible.

Thank you,  
Councilman Kirton

On Nov 8, 2022, at 12:06 PM, Rosa Matias <[rmatias@bloomfieldct.org](mailto:rmatias@bloomfieldct.org)> wrote:

Councilor Kirton,

As requested, please find the electronic copy of the employee handbook.

Thank you.

Rosa Matias  
HR Director

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Tuesday, November 8, 2022 10:27 AM

**To:** Rosa Matias <[rmatias@Bloomfieldct.org](mailto:rmatias@Bloomfieldct.org)>

**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Marc Needelman

<[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** Re: Response to your question

Thank you for the information Rosa. Is it possible to provide an electronic copy of the employee handbook? Thanks again for providing the information.

Best regards,  
Councilman Kirton

On Nov 7, 2022, at 4:20 PM, Rosa Matias <[rmatias@bloomfieldct.org](mailto:rmatias@bloomfieldct.org)> wrote:

Good afternoon Councilor Kirton,

I apologize that it has taken this long to respond to your request. I didn't have the requested information readily available, I needed some time to compose the information.

Thank you.

**From:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Sent:** Tuesday, November 1, 2022 7:15 PM

**To:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>; Rosa Matias <[rmatias@Bloomfieldct.org](mailto:rmatias@Bloomfieldct.org)>

**Cc:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** RE: Response to your question

Councilor Kirton,

I regret that you are misunderstanding what I have explained and I have copied Human Resources Director Matias to compile your requested documentation. I will assure you that there have been no irregularities with the filling of Town positions and I have not created any positions. Specifically, the Assistant Town Manager position and classification existed prior to my tenure as documented in my last email. The Town Council ratified that position along with all other management positions in the FY 2023 Budget Resolution. In the attachment, I have highlighted the applicable portion of the budget resolution and the referenced Management Classification/Pay Schedule. As you will note, Assistant Town Manager (pay grade 8) already existed. Sharron Howe's pay grade has been an 8 and has not changed, only a retitling of the position and that was done before my tenure, as I previously explained. Therefore, there was no position to post for filling.

*Stanley*

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Tuesday, November 1, 2022 5:40 PM

**To:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Cc:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** Re: Response to your question

Manager Hawthorne,

I would like to formally request documentation of all positions you have filled to date. The information should include the posting dates for both internal and external postings.



Thank you,  
Councilman Kirton

On Nov 1, 2022, at 5:20 PM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

All employee positions require open  
Posting, listened in HR with job description and approved by council.

On Nov 1, 2022, at 5:15 PM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

You didn't follow the correct protocol, in my opinion. The position that you created were never posted internal or external based on the employee hand book. I don't believe you have the authority to create positions and fill them without following the process. If you recall the budget meeting you explicitly told the Council that you did not need their approval, it was more of a formality, so I don't believe Council members knew what they were doing.

Councilman Kirton

On Nov 1, 2022, at 4:46 PM, Stanley Hawthorne <[SHawthorne@bloomfieldct.org](mailto:SHawthorne@bloomfieldct.org)> wrote:

Good afternoon Councilor Kirton,

First, I support all that the Town Attorney has answered in reply to your questions.

I reviewed this issue thoroughly with the Town Council this year as part of the diversity, equity, and inclusion (DEI) initiative which included internal review and discovery.

The information that I presented to Town Council was through a series of verbal and written reports from the Town Manager including Biweekly Reports starting in January (both verbally and written), presentation/discussion at Budget Workshops, Proposed Budget Document, and Adopted Budget Resolution.

In the DEI review, I reported the discovery that Ms. Howe's position sometime after July 1, 2016 and before July 1, 2021 (prior to my tenure) (see attached documents) had been retitled to Assistant Town Manager at her same and current pay grade. Of the more than thirty management incumbents, this was the only mismatch of official title and incumbent.

The retitling was never implemented and the information was withheld from Ms. Howe until last fall/winter's discovery.



Although I, as Town Manager, technically had an obligation to correct this issue (a clear case of exclusion and not inclusion contrary to DEI principles) as soon as I discovered it, I delayed it at Ms. Howe's request until further formal action of the Town Council both through the Adopted Budget and the Amended Management Salary Schedule that was a part of the FY 2023 Budget Resolution.

Very truly yours,

*Stanley D Hawthorne*

Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue  
Bloomfield, CT 06002  
(860) 769-3504

**From:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Sent:** Tuesday, November 1, 2022 3:41 PM

**To:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Cc:** Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Subject:** RE: Response to your question

Please see below.

Marc N. Needelman  
Bloomfield Town Attorney

Tel.-860.242.7174  
Fax-860.242.8291

Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)

URL- [needelmanlaw.com](http://needelmanlaw.com)

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Tuesday, November 1, 2022 3:08 PM

**To:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Cc:** Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Subject:** Re: Response to your question

Attorney Needelman,

I raised a question about a conflict of interest between the Mayor, the Town Manager, and a family member. I requested an opinion from you last week and you told me that you would ask our labor attorney for an opinion, and we have yet to receive one. Below are my questions:

1). Does the Town Manager have the authority to create the position of "Assistant Town Manager" without consulting the Town Council. (This item could have been brought up in the Administration Education Council Subcommittee, chaired by the Mayor).

A new senior management position would have to be created, either explicitly (discussion and formal action), or implicitly (as part of the annual budget where funding for positions are set forth and approved by the Council).

According to Labor Counsel, as a general proposition, when positions are to be filled, the Employee Handbook calls for a posting and an opportunity for people to apply.

2). Is this a direct conflict? seeing that employee is a relative of the Mayor.

Conflict is often determined by the eyes of the beholder. In this instance, without any evidence that the Mayor was involved in the appointment in question, there is no obvious conflict of interest, particularly when the Town Manager reports to and is accountable to 8 other Councilors. Further, the fact that the individual involved is a long-term employee (well before the current Mayor began service on the Council), reports to the town Manager, and was a likely candidate, suggests that the relationship between the Mayor, or any Councilor, was not a material factor in making the appointment. Naturally, if there was evidence suggesting any undue influence having been exerted, the analysis could differ. To speculate, doesn't really help anyone. While the scenario you presented allows for a fair discussion, it turns on the specific facts.

If the Town Council wishes to pursue this line of inquiry any further, I suggest that it, as a body, so indicate.

These are major concerns that need to be addressed. I am also requesting that the town manager provide a time on whether or not this position was posted internally or externally, in conjunction with our hiring practice.

Thank you,  
Rickford

On Nov 1, 2022, at 2:30 PM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Councilor Kirton:

In response to your question as to whether or not the Town Manager consulted with me prior to making the appointment of the Assistant Town Manager, I advise that neither he or other prior Managers have consulted with me concerning appointments they were considering. The only caveat would be that I've participated in a few interview panels for new Town hires.

Marc N. Needelman  
Bloomfield Town Attorney  
Tel.-860.242.7174  
Fax-860.242.8291

Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)

URL- [needelmanlaw.com](http://needelmanlaw.com)



**From:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Sent:** Wednesday, November 2, 2022 11:57 AM

**To:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** RE: Response to your question

If the Council is dissatisfied with my representation of what our Labor Counsel has stated, then it can ask for more. That has not been the practice in the past, and it's only fair that if we are going to depart from general past practice, it should be the **Council, or at least a committee** that makes the request. I'm not sure why that would be an issue.

Let me reiterate, I am here to serve the Council, Staff, and the community. However, we can't have many people setting their own standards and expectations. That is a sure way to receive less than optimal service. Let's all get on the same page.

Again, I suggest that we take the general issue up at a committee meeting. I prefer not to continue the discussion through emails.

Marc N. Needelman

Bloomfield Town Attorney

Tel.-860.242.7174

Fax-860.242.8291

Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)

URL- [needelmanlaw.com](http://needelmanlaw.com)

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Wednesday, November 2, 2022 11:39 AM

**To:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** Re: Response to your question

Marc,

I think you're missing my frustration. Attorney Ryan's formal written opinion ought to have been obtained. I don't understand why you think this governing body shouldn't expect obtaining formal written opinion when requested. We cannot continue to operate in this manner.

Councilor Kirton

On Nov 2, 2022, at 11:13 AM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Perhaps you missed my response to your Question #1 in your email to me of 11/1/22 @3:38 p.m.

I wrote "According to Labor Counsel...."

I believe that reply clearly indicated the opinion of our Labor Counsel (as well as myself, as I didn't indicate otherwise.)

Marc N. Needelman  
Bloomfield Town Attorney  
Tel.-860.242.7174  
Fax-860.242.8291  
Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)  
URL- [needelmanlaw.com](http://needelmanlaw.com)

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>  
**Sent:** Wednesday, November 2, 2022 10:57 AM  
**To:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>  
**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>;  
Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>  
**Subject:** Re: Response to your question

Marc,

fortunately I don't express your opinion on any of these matters because it's tainted with political motives and your own self-interest. So yes, I don't believe this Council is being properly represented by you. I brought this concern up at our executive committee meeting a few weeks ago, and you told me you did not know and you would get an opinion from attorney Ryan, I have yet to receive attorney Ryan's opinions. Your actions are inconsistent and outright alarming.

Counselor Kirton

On Nov 2, 2022, at 10:45 AM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Rickford

Unless I indicate otherwise, any opinion I issue is a formal one. In this instance the issue was specific and did not call for a lengthy opinion, particularly when it was one of many issued at your request within a very short period of time. I'm sorry if my response was something other than what you were hoping for or expecting; but the opinion stands, unless new or different information is brought to my attention.



All:

Please schedule an agenda item for the next Administration committee to review the process and procedures for requesting and issuance of legal opinions.

For the second time in more than 30 years, I am finding myself overwhelmed with multiple requests within a very short period of time, all from the same Councilor. Imagine if many or all of you did the same?

I'm confident we can agree on a process which meets both the needs of the Council & Administration, as well as falling within the parameters of my current scope of duties.

Marc N. Needelman  
Bloomfield Town Attorney  
Tel.-860.242.7174  
Fax-860.242.8291  
Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)  
URL- [needelmanlaw.com](http://needelmanlaw.com)

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>  
**Sent:** Wednesday, November 2, 2022 9:42 AM  
**To:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>  
**Cc:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>; Rosa Matias <[rmatias@Bloomfieldct.org](mailto:rmatias@Bloomfieldct.org)>;  
Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>  
**Subject:** Re: Response to your question

I need a formal written opinion to my request. You serve as our legal counsel. There have been numerous occasions where inaccurate, impromptu opinions have been given to this Council. Take the entire process of creating a Development Authority as an illustration.

The request relates to a significant matter, thus it is your duty as legal counsel to give a specific member of this council a formal, non-impromptu legal opinion.

Thank you,  
Rickford

On Nov 2, 2022, at 9:12 AM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Did you not see my 7:24 email below? That's my opinion.

If the Council wishes anything further, I will be happy to assist, or if the Council believes that it is appropriate for any Councilor to make multiple requests, day after day, for Opinions, we need to discuss and agree on a formal process for requesting Opinions.

Marc Needelman  
Town Attorney

Sent from my iPhone

On Nov 2, 2022, at 7:42 AM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

Attorney Needelman, as our legal counsel, I'm requesting a written opinion from you on the matter.

Thank you,  
Rickford

On Nov 2, 2022, at 7:24 AM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Based upon the factual basis set forth below, I concur with the conclusion.

Marc Needelman  
Town Attorney

On Nov 1, 2022, at 10:37 PM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

I appreciate your response. Attorney Needelman, please advise.

Thank you,  
Councilman Rickford

On Nov 1, 2022, at 7:14 PM, Stanley Hawthorne <[SHawthorne@bloomfieldct.org](mailto:SHawthorne@bloomfieldct.org)> wrote:

Councilor Kirton,

I regret that you are misunderstanding what I have explained and I have copied Human Resources Director Matias to compile your requested documentation. I will assure you that there have been no irregularities with the filling of Town positions and I have not created any positions. Specifically, the Assistant Town Manager position and classification existed prior to my tenure as documented in my last email. The Town Council ratified that position along with all other management positions in the FY 2023 Budget Resolution. In the attachment, I have highlighted the applicable portion of the budget resolution and the referenced Management Classification/Pay Schedule. As you will note, Assistant Town Manager (pay grade 8) already existed. Sharron Howe's pay grade has been an 8 and has not changed, only a retitling of the position and that was done before my tenure, as I previously explained. Therefore, there was no position to post for filling.

*Stanley*

**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Tuesday, November 1, 2022 5:40 PM

**To:** Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Cc:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>; Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Sharron Howe <[showe@Bloomfieldct.org](mailto:showe@Bloomfieldct.org)>

**Subject:** Re: Response to your question

Manager Hawthorne,

I would like to formally request documentation of all positions you have filled to date. The information should include the posting dates for both internal and external postings.

Thank you,  
Councilman Kirton

On Nov 1, 2022, at 5:20 PM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

All employee positions require open

Posting, listened in HR with job description and approved by council.

On Nov 1, 2022, at 5:15 PM, Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)> wrote:

You didn't follow the correct protocol, in my opinion. The position that you created were never posted internal or external based on the employee hand book. I don't believe you have the authority to create positions and fill them without following the process. If you recall the budget meeting you explicitly told the Council that you did not need their approval, it was more of a formality, so I don't believe Council members knew what they were doing.

Councilman Kirton

On Nov 1, 2022, at 4:46 PM, Stanley Hawthorne <[SHawthorne@bloomfieldct.org](mailto:SHawthorne@bloomfieldct.org)> wrote:

Good afternoon Councilor Kirton,

First, I support all that the Town Attorney has answered in reply to your questions.



I reviewed this issue thoroughly with the Town Council this year as part of the diversity, equity, and inclusion (DEI) initiative which included internal review and discovery.

The information that I presented to Town Council was through a series of verbal and written reports from the Town Manager including Biweekly Reports starting in January (both verbally and written), presentation/discussion at Budget Workshops, Proposed Budget Document, and Adopted Budget Resolution.

In the DEI review, I reported the discovery that Ms. Howe's position sometime after July 1, 2016 and before July 1, 2021 (prior to my tenure) (see attached documents) had been retitled to Assistant Town Manager at her same and current pay grade. Of the more than thirty management incumbents, this was the only mismatch of official title and incumbent.

The retitling was never implemented and the information was withheld from Ms. Howe until last fall/winter's discovery.

Although I, as Town Manager, technically had an obligation to correct this issue (a clear case of exclusion and not inclusion contrary to DEI principles) as soon as I discovered it, I delayed it at Ms. Howe's request until further formal action of the Town Council both through the Adopted Budget and the Amended Management Salary Schedule that was a part of the FY 2023 Budget Resolution.

Very truly yours,

*Stanley D Hawthorne*

Town Manager  
Town of Bloomfield  
800 Bloomfield Avenue  
Bloomfield, CT 06002  
(860) 769-3504

**From:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Sent:** Tuesday, November 1, 2022 3:41 PM

**To:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Cc:** Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Subject:** RE: Response to your question

Please see below.

Marc N. Needelman  
Bloomfield Town Attorney  
Tel.-860.242.7174  
Fax-860.242.8291  
Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)  
URL- [needelmanlaw.com](http://needelmanlaw.com)



**From:** Rickford Kirton <[rkirton@bloomfieldct.org](mailto:rkirton@bloomfieldct.org)>

**Sent:** Tuesday, November 1, 2022 3:08 PM

**To:** Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)>

**Cc:** Town Council <[council@bloomfieldct.org](mailto:council@bloomfieldct.org)>; Stanley Hawthorne <[shawthorne@bloomfieldct.org](mailto:shawthorne@bloomfieldct.org)>

**Subject:** Re: Response to your question

Attorney Needelman,

I raised a question about a conflict of interest between the Mayor, the Town Manager, and a family member. I requested an opinion from you last week and you told me that you would ask our labor attorney for an opinion, and we have yet to receive one. Below are my questions:

1). Does the Town Manager have the authority to create the position of "Assistant Town Manager" without consulting the Town Council. (This item could have been brought up in the Administration Education Council Subcommittee, chaired by the Mayor).

A new senior management position would have to be created, either explicitly (discussion and formal action), or implicitly (as part of the annual budget where funding for positions are set forth and approved by the Council).

According to Labor Counsel, as a general proposition, when positions are to be filled, the Employee Handbook calls for a posting and an opportunity for people to apply.

2). Is this a direct conflict? seeing that employee is a relative of the Mayor.

Conflict is often determined by the eyes of the beholder. In this instance, without any evidence that the Mayor was involved in the appointment in question, there is no obvious conflict of interest, particularly when the Town Manager reports to and is accountable to 8 other Councilors. Further, the fact that the individual involved is a long-term employee (well before the current Mayor began service on the Council), reports to the town Manager, and was a likely candidate, suggests that the relationship between the Mayor, or any Councilor, was not a material factor in making the appointment. Naturally, if there was evidence suggesting any undue influence having been exerted, the analysis could differ. To speculate, doesn't really help anyone. While the scenario you presented allows for a fair discussion, it turns on the specific facts.

If the Town Council wishes to pursue this line of inquiry any further, I suggest that it, as a body, so indicate.

These are major concerns that need to be addressed. I am also requesting that the town manager provide a time on whether or not this position was posted internally or externally, in conjunction with our hiring practice.

Thank you,  
Rickford

On Nov 1, 2022, at 2:30 PM, Marc Needelman <[marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)> wrote:

Councilor Kirton:

In response to your question as to whether or not the Town Manager consulted with me prior to making the appointment of the Assistant Town Manager, I advise that neither he or other prior Managers have consulted with me concerning appointments they were considering. The only caveat would be that I've participated in a few interview panels for new Town hires.

Marc N. Needelman

Bloomfield Town Attorney

Tel.-860.242.7174

Fax-860.242.8291

Email- [marc.needelman@mnnlaw.com](mailto:marc.needelman@mnnlaw.com)

URL- [needelmanlaw.com](http://needelmanlaw.com)



**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a special meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, September 12, 2022 via hybrid meeting format with Zoom Webinar virtual platform. The in-person location in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

In-Person Attendance: Mayor Danielle Wong, Deputy Mayor Gregory C. Davis, Councilors Kenneth McClary and Anthony C. Harrington, Stanley D. Hawthorne, Town Manager, Sharron Howe, Assistant Town Manager, Annatouchur Kingland, Senior Administrative Assistant to the Town Manager, India M. Rodgers, Clerk of Council

Virtual Attendance: Councilors Joseph Merritt, Suzette DeBeatham-Brown, Shamar Mahon Rickford Kirton and C.F. Politis, Nancy Haynes, Risk & Purchasing Manager, Keri Rowley, Director of Finance, Jose Giner, Interim Director of Building and Land Use, Jonathan Thiesse, Town Engineer, Elizabeth Lane, Director of Library Services

Guest were: Attorney Brian McCann, Pullman & Comley, Donald Poland, Goman & York Consultants and Melinda L. Johnson, Director of Community Engagement and Advocacy – All virtual attendees

The meeting was called to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

The meeting began with the pledge of allegiance to the flag.

**PUBLIC HEARING**

The public hearing opened at 7:35 p.m. to solicit public input regarding the proposed Adoption of the Bloomfield Economic Development Authority (BEDA).

Public Comments

In-Person:

1. **David Mann, 1 Adams Road** noted that the creation of the Redevelopment Agency is a very important consideration for the Town. The amount of available land that is not developed is extremely minimal at this time. The future of the Town should be in line with the needs to redevelop existing properties. He urged the Council to consider concerns of staffing resources, property management and securing financing to support this entity.
2. **Kevin Gough, 5 Bear Ridge Drive** commented on the finances of how this Development Agency will be supported. He urged the Council to move forward to pass this ordinance and make committee appointments of individual that is committed to do the work. Mr. Gough noted that more research is needed to examine how to sustain the creation of this new agency. He also mentioned the differences between the Tax Increment Financing districts and the Redevelopment Agency.

Virtual:

1. **Bonnie Bercowetz, 492 Park Avenue, Chair of the Economic Development Commission (EDC)** Informed the Council that the Economic Development Commission is in support 100% of this ordinance and urged the Council to pass it.
2. **Larry Pleasant, 16 Old Village Road** requested clarification of financing, committee duties and staffing resources. He noted that more additional research is needed before a decision is made by the Council.

The public hearing closed at 7:48 p.m.

**ANNOUNCEMENTS & PRESENTATIONS**

**YWCA 50/50 Campaign**

Ms. Melinda L. Johnson, Director of Community Engagement and Advocacy gave a brief overview of the YWCA 50/50 Campaign. The YWCA was an active advocate for the passage of Public Act No. 21-35 (Declaring racism a public health crisis) and Public Act No. 21-49 (Efforts to diversify state boards and commissions); standing on its mission to eliminate racism and empower women. The 50/50 Campaign galvanizes a local response to continue to strive towards its mission.

There ensued a discussion about the challenges with attracting minority participation at the local level of government and educate the community on the various Town boards and commissions.

**CITIZENS' STATEMENTS AND PETITIONS**

In Person:

1. **Kevin Gough, 5 Bear Ridge Drive** noted that virtual panelist attendees should be required to show their faces and actually attend in-person on screen. He expressed his support of the Town Manager's appraisal and contract. Mr. Gough also commented on the Town's vision relative to supporting potential developments. The destruction of Day Hill Road is for growth and tax revenue for the Town. However, the Town needs to determine who we are and what we want for Economic Development.
2. **Ronald Young, 34 Wesleyan Terrace** expressed concerns on the upcoming request for zone change for Bloom Farm. There is a developer who would like to purchase the farmland and convert it to a mixed use space, gas station, store and housing.
3. **Nicole Young, 34 Wesleyan Terrace** also expressed serious concerns with the environmental impact on the bordering neighborhood of this potential development.
4. **Sydney Schulman, 8 High Ledge Road** urged support of Town Manager Hawthorne. He also mentioned that the Town should have participated in a 9/11 Memorial event, 21 years never forgotten. Mr. Schulman is opposed to creating a Redevelopment Agency. He noted that the Town need staff to support these efforts. Goman & York advising is not working. He suggested hiring an Economic Development Director to work with the Town Planner and focus on TIF districts.



Virtual:

1. **Larry Pleasant, 16 Old Village Road** urged the Council to hold off on the creation of a Development Agency. He noted this agenda action item under New Business with the lack of vetted discussion.
2. **Ava Biffer, 17 Terry Plains Road** expressed her support to apply for the \$1 million dollar State of Connecticut Library grant.

**REPORT FROM COUNCIL SUBCOMMITTEES**

Administration & Education – Mayor Wong gave a brief report from the last subcommittee meeting held on September 6, 2022 at 6:30 p.m. Topic of discussion included: Eminent Domain.

Public Safety – Deputy Mayor Davis gave a brief report of the last meeting held on September 12, 2022. Topics discussed Traffic Calming measures, Health District, Police, Fire and Emergency Management Systems (EMS) Committee monthly updates.

Committee on Committees – The next committee special meeting is scheduled to be held on September 13, 2022 at 6:30 p.m.

Finance – The next committee meeting is scheduled to be held on September 19, 2022 at 6:30 p.m. Councilor McClary encouraged participation from the community to join the ARPA Community Outreach Taskforce.

Land Use & Economic Development - The next committee meeting is scheduled to be held on September 20, 2022 at 6:30 p.m.

Golf Ad-Hoc Committee – The next committee meeting is scheduled to be held on September 14, 2022 at 6:30 p.m.

Community Services – Councilor Harrington shared a letter from the Goodwin University Administration about the Summer Bridge Program highlights.

Trails Committee – Councilor Merritt gave a brief update regarding of the last meeting held. He mentioned that there were some issues with interest forms accessibility and minority party representation. The committee also discussed future plans of the East Coast Greenway.

**COUNCIL BUSINESS**

**OLD BUSINESS**

**FY 2022-11: Consider and Take Action regarding Adoption of an Ordinance Creating the Bloomfield Economic Development Authority**

There ensued a detailed discussion regarding the adoption of an Ordinance creating the Bloomfield Economic Development Authority. Attorney McCann presented a memorandum of the draft ordinance for review and consideration of the Redevelopment Agency, Chapter 132 and compliance with statutory requirements (reporting). The current Economic Development Commission (EDC) is the appropriate agency on what the Town seeks to accomplish.



Attorney McCann and Town Attorney Marc Needelman concur and recommend that the EDC become the Development Authority. A public hearing is required for an ordinance revision. There will be a requirement to hold another public hearing due to ordinance changes of the revised draft as presented in the Council packet for this meeting.

There were some concerns regarding the last minute changes to the draft ordinance and following protocol to discuss in subcommittee and referral back to the entire Town Council. It was noted that Councilors should have some input on the appointments to this committee and voted on. In addition, more reporting is needed, at least quarterly report to Council to obtain the necessary information.

**It was moved by Councilor McClary, seconded by Councilor Merritt and voted unanimously to refer this agenda item to the Land Use and Economic Development Subcommittee meeting scheduled for Tuesday, September 20, 2022 at 6:30 p.m.**

**FY 2022-33: Consider and Take Action regarding Approval of Council Schedule for 2022 (Revised)**

**It was moved by Councilor McClary, seconded by Councilor Harrington and voted unanimously to adopt the revised 2022 Meeting Schedule of the Bloomfield Town Council. (See attached)**

There were comments regarding the use of the hybrid meeting format, allow residents to participate virtually out of convenience. Some Councilors expressed concerns about being in a small and congested area on the Council dais. All Councilors are supportive of the hybrid meeting format.

**NEW BUSINESS**

**FY 2023-12: Consider and Take Action regarding Tax Refunds**

**It was moved by Councilor Merritt, seconded by Councilor McClary and voted unanimously to approve the tax refunds (per the attached lists) in accordance with the memoranda dated August 16, 2022 and September 12, 2022.**

**FY 2023-13: Discussion and Possible Action regarding the YWCA 50/50 Campaign**

**It was moved by Councilor Merritt, seconded by Councilor DeBeatham-Brown and voted unanimously to authorize Danielle C. Wong to sign the Memorandum of Agreement between the Town of Bloomfield and the YWCA Hartford Region.**

**FY 2023-14: Consider and Take Action regarding Adoption of Resolution - State Grant for Public Library Construction**

**It was moved by Councilor Kirton, seconded by Councilor Mahon and voted unanimously to adopt the following resolution:**

**WHEREAS, the Town Council of the Town of Bloomfield has met to consider and act upon a Resolution approving and authorizing Stanley D. Hawthorne, Town Manager, or his designee, to complete and submit an application to the State Public Library Construction Grant FY 2022-23 Category 1, for the renovation**

and expansion of McMahon Wintonbury Library and execute any and all documents which it deems to be necessary or appropriate;

**BE IT RESOLVED**, that Stanley D. Hawthorne, as Town Manager of the Town of Bloomfield, or his designee, is authorized and directed to execute and to deliver any and all documents on behalf of the Town of Bloomfield to effectuate the above as outlined above and herein.

**FY 2023-15: Consider and Take Action regarding Blue Hills Avenue Complete Streets Program - Phase 3 Project**

It was moved by Councilor Kirton, seconded by Councilor Harrington and voted unanimously to adopt the resolution concerning the Blue Hills Avenue Complete Streets Program - Phase 3 Project. (See attached)

**FY 2023-16: Consider and Take Action regarding Adoption of the 2023/2024 Budget Schedule (Chapter IX, Bloomfield Town Charter)**

It was moved by Councilor McClary, seconded by Councilor DeBeatham-Brown and voted unanimously to adopt the budget calendar for Fiscal Year 2024. (See attached)

**FY 2023-17: Consider and Take Action regarding Contractual Provision for Issuance of Bonus Award for Town Manager**

It was moved by Councilor Harrington, seconded by Deputy Mayor Davis and voted unanimously to award Stanley D. Hawthorne a bonus of 4%.

Councilor McClary requested a friendly amendment to award a bonus of 4.5%. The original motioner, Councilor Harrington and seconder Deputy Mayor Davis accepted this friendly amendment.

**FY 2023-18: Consider and Possible Action concerning Settlement of Pending Claims**

This item will be discussed in Executive Session.

**REPORT FROM MAYOR**

Mayor Wong announced the update of committee charge from the Community Awareness Taskforce (CATF) to the Bloomfield Humanities Committee. She noted that Ms. Meredith Johnson will serve as Committee Chair and Donna Wnuck as Committee Co-Chair.

She also stated that the ARPA Community Outreach Taskforce is soliciting new members for this committee.

Annual Shred and Electronic Recycling Day will Saturday, October 1, 2022 from 9:00 a.m. or until the truck is full.



## **REPORT FROM TOWN MANAGER**

Mr. Stanley D. Hawthorne, Town Manager presented his bi-weekly report to the Council dated September 10, 2022. He briefly reviewed the agenda notice for the next Council Business Workshop scheduled for September 28, 2022. Town staff and/or consultants will present brief summary of these major topics:

- Strategic Community Visioning
- Affordable Workforce Housing
- Diversity, Equity and Inclusion

## **APPROVAL OF MINUTES**

There were no minutes available for approval.

## **COUNCIL COMMENTS**

Councilor Mahon stated that he is excited to be back from summer break, let's get to work!

Councilor Politis congratulated the Blue Hills Fire Department and Center Fire District on new appointments. He noted that the volunteer fire departments are very important for the Town. He thanked them for their dedicated service to the Bloomfield community.

Councilor Kirton thanked residents who came out to the fall concert with Latanya Farrell. He gave kudos to Dave Melesko, Director of Parks, Recreation and Leisure for organizing every summer concert held on the Town green. This is a great way to interact with the community in the Town Center. Councilor Kirton supported comments about the 9/11 Memorial event.

Councilor DeBeatham-Brown congratulated the coalition of advocates who assembled to help the Connecticut Airport Authority convince an airline to launch nonstop service from Bradley International Airport to Jamaica. The service is scheduled to launch on December 15, 2022, and will operate year-round, four times weekly. This is the first time that a nonstop flight to Jamaica is being offered by any airline that services Bradley International Airport.

Councilor DeBeatham-Brown also thanked Save our Schools for the partnership with the Back to School event, held on September 3, 2022 at the Blue Hills Fire Department. She congratulated Mr. Jim Simone on being sworn in as the Fire Marshal for Blue Hills Fire. Councilor DeBeatham-Brown ended her comments with a quote: "It's worth remembering that it is often the small steps, not the giant leaps that bring about the most lasting change. – Queen Elizabeth II

Councilor McClary commented on the following topics: Bloom Hill Farm potential development, ARPA Community Engagement, Traffic calming (more comprehensive plan), Small Business project and Housing. He also reminded Bloomfield residents residing in the Center Fire District on the vote on the new firehouse at 360 Tunxis Avenue.



Councilor Harrington acknowledged State Senator Doug McCrorey on his advocacy to support the Summer Bridge Youth Program, in partnership with Goodwin University and Capital Workforce Partners.

Deputy Mayor Davis commented on the approved monetary bonus of 4.5% (\$7600.00) for the Town Manager. He is pleased with the Council support the State grant application for \$1 million dollars. Deputy Mayor Davis thanked the Library staff and Library Building Committee for their continued support. He mentioned the dynamic efforts of the Trees for Bloomfield group for planting 80 trees around Town.

Mayor Wong noted that she is an official tree keeper with Trees for Bloomfield, a great environmental justice initiative. She expressed the show of support for all those fallen on 9/11. Mayor Wong noted her appreciation of the Town Manager's leadership, exemplary performance over the past year and well deserved bonus. She thanked Councilor Harrington for his efforts with the pilot Summer Bridge Program. In addition, comments were mentioned about the Inflation Reduction Act – Access CT Health Brokerage Licensing opportunities.

### **EXECUTIVE SESSION**

At 9:59 p.m., it was moved by Councilor Merritt, seconded by Deputy Mayor Davis and voted unanimously to enter into Executive Session - Discussion concerning Pending Claims and Litigation - A. GHJCC Swim & Racquet Club with the Town Council, Town Manager, Assistant Town Manager, Town Attorney and Attorney Maccini.

At 10:28 p.m., entered into Executive Session B. - Duncaster v. Town of Bloomfield

At 10:40 p.m., entered into Executive Session C. - Brandon Farmer v. Town of Bloomfield

At 10:48 p.m., it was moved by Councilor Merritt, seconded by Councilor McClary and voted unanimously to exit Executive Session and return to Regular Session.

### **REGULAR SESSION**

It was moved by Deputy Mayor Davis, seconded by Councilor DeBeatham-Brown that the pending tax appeal by Duncaster, Inc. for its properties at 120 Mountain and 20-80 Loeffler Road be settled in accordance with the terms and conditions set forth in the attached Stipulated for Judgment, and further authorize the Town Manager and Town Attorney to execute said Stipulation for Judgment.

VOTE:        AYE: S. DeBeatham-Brown, G. Davis, K. McClary, D. Wong, J. Merritt, C.F. Politis, S. Mahon,  
                  A. Harrington  
                  NAY: None  
                  ABSTAIN: R. Kirton

The motion passes, 8-0-1.

At 10:52 p.m., it was moved by Deputy Mayor Davis, seconded by Councilor DeBeatham-Brown to authorize Attorney Maccini to enter into settlement (\$29,000) with Brandon Farmer.

VOTE:        AYE: S. DeBeatham-Brown, G. Davis, K. McClary, J. Merritt, S. Mahon, C.F. Politis, A.  
                 Harrington  
                 NAY: None  
                 ABSTAIN: D. Wong, R. Kirton

The motion passes, 7-0-2.

### **ADJOURNMENT**

It was moved by Councilor DeBeatham-Brown, seconded by Councilor Merritt and voted unanimously to adjourn the meeting at 10:53 p.m.

**REVISED**  
**2022 Meeting Schedule of the**  
**Bloomfield Town Council**

Bloomfield Town Hall  
800 Bloomfield Avenue  
Bloomfield, CT 06002

*(2<sup>nd</sup> & 4<sup>th</sup> Monday of each month except where noted)*  
*via Hybrid Meetings (Zoom and In-Person)*

**In Person Location for Council Business Workshops:**  
**Alvin & Beatrice Wood Human Services Center, 330 Park Avenue, Bloomfield, CT -**  
**Effective: \_\_\_\_\_**

January 10 & 24

February 14 & 28

March 14 & 28

April 11 & 25

May 9 & May 23

June 13 & 27

July 11 & 25

August 8 & 22

**Mayor Wong announced to resume In-Person Council Meetings on 9/2/2022**

**Hybrid (Council Chambers at 7:30 p.m.)**

**Hybrid (330 Park at 7:00 p.m.)**  
**(Business Workshops)**

<b>September 12, 2022</b>	<b>September 28, 2022</b>
<b>October 11, 2022</b>	<b>October 24, 2022</b>
<b>November 14, 2022</b>	<b>November 28, 2022</b>
<b>December 12, 2022</b>	<b>December 27, 2022</b>

**September 28 (September 25-27, Rosh Hashanah)**

**October 11 (October 10, Columbus Day)**

**December 27 (December 26, Christmas Observance)**

**August Refund List**

<b>Customer Name</b>	<b>List Number</b>	<b>Amount requested</b>		
Arrington Mcarthur	2021 MV	\$	36.32	
Barker Michael D	2021 MV	\$	175.39	
Beaver Bernard	2021mv		\$68.88	
Blair Violet				
Blair Marvin	2020 MS	\$	391.87	
Blue Hills Electric LLC	2021 MV	\$	101.92	
Brico LLC	2021 MV	\$	359.40	
CBRE Inc	2021 PP	\$	34.23	
CCAP Auto Lease LTD	2021 MV	\$	964.17	
Clark Diane	2021 MV	\$	40.12	
Colman Maureen	2020 MS	\$	622.68	
Corelogic	2021 RE	\$	3,218.77	220 Woodland Ave duplicate payment
	2021 RE	\$	3,249.73	51 Burr Road duplicate payment
	2021 RE	\$	3,106.55	6 Cedar Lane duplicate payment
	2021 RE	\$	2,838.59	9 Lee Circle duplicate payment
	2021 RE	\$	3,067.15	7 Spring Hill Lane duplicate payment
	2021RE	\$	2,245.41	31 Forest Lane duplicate payment
	2021RE	\$	2,076.72	102 School Street duplicate payment
	2021RE	\$	6,850.17	1 Hillside Drive duplicate payment
	2021RE	\$	2,461.60	25 Mills Lane duplicate payment
Daimler Trust	2021 MV	\$	8,981.85	several vehicles
Emkay Inc Trust	2021MV	\$	61.22	
Farrington Elizabeth	2021 RE	\$	1,632.75	duplicate payment
Felekey Edward	2021 MV	\$	16.23	
Financial Ser Veh Trust	2021 MV	\$	1,039.04	several vehicles
Foster Thomas JR	2020 MV	\$	95.96	



Galvin Lynn	2021 MV	\$ 62.00	
Gayle Sashagay	2020 MV	\$ 471.81	
Honda Lease Trust	2021 MV	\$ 290.48	
Hyundai Lease Trust	2021 MV	\$ 2,431.18	several vehicles
Larkum Thomas	2021 MV	\$ 13.11	
Lee Christi	2017 MV	\$ 117.02	
	2018 MV	\$ 102.06	
	2019 MV	\$ 88.11	
	2020 MV	\$ 88.39	
Lee Corey	2018 MV	\$ 756.57	
	2019 MV	\$ 669.36	
	2020 MV	\$ 666.63	
Lemons Adolphus	2021 MV	\$ 8.70	
Lereta LLC	2021 RE	\$ 3,490.11	duplicate payment
Mather Corporation	2021 MV	\$ 243.65	
Mckenzie Pamela	2021 MV	\$ 11.50	
Nissan Infiniti LT LLC	2021 MV	\$ 1,154.28	several vehicles
Oconnor Wilma	2021 MV	\$ 30.97	
Ostafin Edward			
Ostafin Rosemary	2021 MV	\$ 90.80	
Pagador Roderick			
Cormier Albert	2020 MV	\$ 101.32	
Pds Engineering & Constructi	2021 MV	\$ 531.42	
Reid Vincent	2021 MV	\$ 95.24	
Rose, Jeanine M	2020MV	\$ 62.66	
	2021MV	\$ 164.25	
Roy Walter	2020 MS	\$ 76.61	

Rss Real Estate Blmfd LLC	2021 RE	\$	3,832.33	stipulated judgment
	2021 RE	\$	4,783.36	stipulated judgment
Saunders Paul	2021 MV	\$	34.38	
Seymour Barrett	2021 MV	\$	40.19	
Smith Tarrance	2020 MS	\$	37.94	
Sweeny Sheila	2021 MV	\$	141.91	
TE Connectivity Corporation	2021 PP	\$	153.68	
Tobin Anthony				
Tobin Nadine	2020 MV	\$	7.92	
	2021 MV	\$	82.45	
Toyota Lease Trust	2021 MV	\$	253.12	
VW Credit Leasing LTD	2021 MV	\$	485.92	
Walton Scott	2021 MV	\$	398.52	
Weatherby Henry	2020 MV	\$	25.98	
Webster Jason O	2021MV	\$	9.61	
	<b>Total Refund</b>	<b>\$</b>	<b>65,842.26</b>	

September 2022  
Refund Request List (2)

September Refund List Customer Name	List Number	Amount of Refund	Notes
Bohadik Richard P Jr	2021 MV	\$ 338.17	
Borden Edward	2021 MV	\$ 64.50	
Browne Austin	2021 MV	\$ 26.55	
Calabrese James J	2021 MV	\$ 75.53	
CCAP Auto Lease	2021 MV	\$ 1,304.96	lease cars tax refunds
Chavez Daisy	2021 MV	\$ 29.06	
Corelogic	2021 RE	\$ 2,577.77	36 Banbury Lane double payment
Cowan Elaine	2021 MV	\$ 9.06	
Delorenzo Patrick	2021 MV	\$ 6.85	
Dixson Merdene	2020 RE	\$ 154.91	
Dockery Dennis	2021 MV	\$ 15.29	
Enterprise FM Trust	2021 MV	\$ 953.32	
Foster Shanicka	2020 MS	\$ 195.12	
Furse Elizabeth	2021 MV	\$ 125.36	
Gayle Elizabeth	2019 MS	\$ 88.80	
	2020 MV	\$ 99.45	
Harrell Richard	2021 MV	\$ 27.69	
Harris Donald F JR Brackeen-Harris Martha	2021 MV	\$ 16.71	
Jp Carroll Construction JIM	2021 MV	\$ 844.64	
Kulvete Brian	2021 MV	\$ 91.26	
Kulvete Tina	2021 MV	\$ 47.65	
Lyttle-Armstrong Ceceilia	2021 MV	\$ 114.91	

September 2022  
Refund Request List (2)

Morse Mary Elizabeth	2021 MV	\$	59.66
Nissan Infiniti LT	2020 MV	\$	232.76
	2021 MV	\$	483.98
Retrievex Inc	2019 MV	\$	97.39
Ritson James			
Ritson Joanne	2021 MV	\$	28.01
Smith Beverly	2021 MV	\$	31.62
Toyota Lease Trust	2021 MV	\$	187.10
Zionts Lenore	2021 MV	\$	59.57
September 2022 Refund Request List	Total Refunds	\$	8,049.48



Resolution

Blue Hills Avenue Complete Streets Program - Phase 3:

Whereas, the U.S. Department of Transportation has solicited applications for Safe Streets For All (SS4A) grant funding; and,

Whereas, certain transportation projects which are identified in complying regional or local traffic safety plans are eligible for funding; and,

Whereas, five municipalities within the Capital Region Council of Governments (CRCOG), those municipalities being Bloomfield, Canton, Farmington, Hartford, and Suffield, have identified implementation projects that qualify for such grant funding and are interested in applying for such funding; and,

Whereas, CRCOG has agreed to coordinate such application; and Farmington has agreed to be lead applicant on such application; and,

Whereas, a 20% local funding match is required for projects receiving funding under the SS4A grant program; and,

Whereas, the Blue Hills Avenue Complete Streets Program - Phase 3 (the "Project"), which is to run from Walsh Street on the south to Park Avenue on the north, meets the eligibility criteria; and,

Whereas, staff from the Connecticut Department of Transportation, CRCOG, and the Town have identified the Project as a viable candidate for such funding; and,

Whereas, the total estimated cost for the Project is \$2,500,000, for which the Town match would be \$500,000; and,

Whereas, under such funding, the Town match for design will be approximately \$60,000 and will need to be available in FY2023-24; and the Town match for construction will be approximately \$440,000 and will need to be available in FY 2024-25.

Now, therefore, it is hereby resolved that:

The Town Council of the Town of Bloomfield supports the Blue Hills Avenue Complete Streets Program - Phase 3 project and the inclusion of this project as part of a multi-municipal submittal of an application for funding under the SS4A program as summarized above; and,

Be it further resolved that, upon award of such funding, the Town of Bloomfield will provide the required local match funding for the project in the appropriate time frames.

## FY 2024 BUDGET SCHEDULE

(Chapter IX, Bloomfield Town Charter)

ACTIVITY	LATEST DATE PER TOWN CHARTER	RECOMMENDED DATE
Capital Budget Forms Prepared And sent to Departments		October 17, 2022
Operating Budget Forms Prepared And sent to Departments		November 23, 2022
Completed Capital Budget Forms Returned to Town Manager		November 23, 2022
Completed Operating Budget Forms Returned to Town Manager (120 days before end of FY)	March 03, 2023	January 6, 2023
Board of Education Budget to Town Manager (90 days before end of FY)	April 3, 2023	February 17, 2023
Town Manager's Proposed Operating and Capital Budget Submitted to Town Council (90 days before end of fiscal year)	April 3, 2023	March 2, 2023
Capital Improvement Program Submitted to Planning & Zoning Commission for CGS Sec. 8-24 Review		March 9, 2023
Town Manager Budget available to public (Within 10 days of TM submitting budget to TC)	April 13, 2023	March 10, 2023
Notice of Public Hearing on Town Manager Budget (Publish at least 5 days prior)	April 13, 2023	March 9, 2023
Public Hearing on Budget held by Town Council (Within 15 days after TM submits budget to TC)	April 18, 2023	March 15, 2023
Notice of Annual Town Meeting on the Town Council's Approved budget (Publish at least 5 days prior to the Annual Town Meeting)	April 26, 2023	April 25, 2023
Annual Town Meeting (first Monday in May)	May 1, 2023	May 1, 2023
Town Council votes on Budget and sets Tax Rate (Not later than 2 <sup>nd</sup> Monday in May)	May 8, 2023	May 1, 2023
First Referendum (if needed)	June 15, 2023	June 8, 2023

**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a special meeting of the Bloomfield Town Council Business Workshop held at 6:30 p.m. on Wednesday, September 28, 2022 via hybrid meeting format with Zoom Webinar virtual platform. The in-person location at the Alvin & Beatrice Wood Human Services Center, 330 Park Avenue, Bloomfield, CT.

In-Person Attendance: Mayor Danielle Wong, Deputy Mayor Gregory C. Davis, Councilors Joseph Merritt, Rickford Kirton, C.F. Politis, Shamar Mahon and Anthony C. Harrington, Stanley D. Hawthorne, Town Manager, Sharron Howe, Assistant Town Manager and Town Attorney Marc Needelman

Community Builder Leadership Team (CBLT)

Annatouchur Kingland, Senior Administrative Assistant to the Town Manager, Elizabeth Lane, Director of Library Services, Daniel Carter, Director of Public Works, Sharon Gentles-Harris, Deputy Finance Director, Marguerite Phillips, Town Clerk, Yvette Huyghue-Pannell, Director of Senior Services, Camilla Hillian, Director of Social & Youth Services, Dwight Carlson, Building Official, Rosa Matias, Director of Human Resources, Keri Rowley, Director of Finance, Nancy Haynes, Risk & Purchasing Manager, David Melesko, Director of Leisure Services and India M. Rodgers, Clerk of Council

Virtual Attendance: Councilors Suzette DeBeatham-Brown (in and out from 7:30 p.m. to 9:05 p.m.) and Kenneth McClary

Guest were: Dr. Donald Poland, Goman & York Consultants, Dr. Fred McKinney and Dr. Gerald Jaynes, BJM Solutions, Ms. Marcy Miller and Mr. Ken Livingston, FHI Studio

The meeting was called to order at 7:30 p.m.

**PLEDGE OF ALLEGIANCE**

The meeting began with the pledge of allegiance to the flag.

**EXECUTIVE SESSION**

At 6:35 p.m., it was moved by Councilor Merritt, seconded by Councilor Mahon to enter into Executive Session A. Discussion regarding Town Manager's Employment Contract with the Town Council and Town Attorney.

At 7:35 p.m., it was moved by Councilor Merritt, seconded by Councilor Mahon and voted unanimously to enter into Regular Session.

**COUNCIL BUSINESS – REGULAR SESSION**

**Presentation on Diversity, Equity and Inclusion Study**

Dr. Fred McKinney and Dr. Gerald Jaynes of BLM Solutions, LLC gave a brief summary their role in conducting a comprehensive study focusing on diversity in the Town of Bloomfield's workforce and the Town's supply chain. The outcome of this study and recommendations are designed to provide Town leaders and residents with a path toward a more inclusive town that will benefit residents.



The Town Council discussed in length the current 30% Minority Business Enterprise (MBE) requirement for municipal projects over \$5 million dollars. There are some issues with this policy, specifically to address the missing procurement under \$5 million dollars. One of the goal for the study is to implement some best practices for procurement.

In addition, there was some discussion regarding if the Town would benefit from a Vendor Supplier Disparity Program without doing the DEI study. Moreover, there are issues with the percentage given for Women and Minority Business Enterprises. The Town's policy should mirror the Board of Education with state and federal dollars.

### **Presentation on Strategic Visioning and Plan of Conservation and Development Process**

Mr. Stanley Hawthorne, Town Manager gave a brief introduction of the importance of the Plan of Conservation and Development for the Town.

Ms. Marcy Miller and Mr. Ken Livingston of FHI Studio will conduct a comprehensive work plan for Strategic Community Visioning and the Plan of Conservation and Development (POCD). Their primary responsibilities will include the following for the Strategic Community Visioning process:

- Develop a strategic vision for Bloomfield
- Engage residents in a discussion regarding what they value most about Bloomfield through robust community engagement process
- Establish a brand and identity for Bloomfield

The Council gave some ideas to the consultants to involve youth in the focus groups, partner with community organizations, conduct extensive neighborhood outreach and inquire with current Town concerned citizen organized group.

### **Presentation on Affordable Housing**

Dr. Don Poland, Goman & York presented information on Affordable Housing will specifics to the Town of Bloomfield. Dr. Poland reviewed current statistics on available housing, rental rates, evaluation and need for additional units that is designated as affordable housing.

Dr. Poland introduced the Affordable Housing Plan – Analysis Report. This report evaluates Bloomfield's housing in the context of demographics and other market factors. In addition, it provides the affordable housing needs assessment. He noted that this report is simply the foundation analysis, not the plan.

The Affordable Housing Plan proposal for adoption would be completed by the Town Plan and Zoning Commission (TPZ); and is scheduled as an agenda item for their meeting at end of October 2022. There are plans for upcoming public forums to discuss the draft plan and solicit public input. There ensued a discussion about an Affordable Housing Trust Fund Program and how beneficially this would be for town residents. This program encourages the creation of homeownership housing for low and moderate income families, promotes the rehabilitation, preservation and production of rental housing and the development of housing which aids the revitalization of communities.

## **ADJOURNMENT**

It was moved by Councilor Merritt, seconded by Councilor Mahon to adjourn the meeting at 9:50 p.m.

DRAFT



## DRAFT

### BLOOMFIELD TOWN COUNCIL

There was a special meeting of the Bloomfield Town Council Business Workshop held at 6:30 p.m. on Monday, October 3, 2022 via hybrid meeting format with Zoom Webinar virtual platform. The in-person location in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

In-Person Attendance: Mayor Danielle Wong, Deputy Mayor Gregory C. Davis, Councilors, C.F. Politis, Kenneth McClary, Shamar Mahon, Stanley D. Hawthorne, Town Manager and Sharron Howe, Assistant Town Manager

Virtual Attendance: Councilors DeBeatham-Brown, Rickford Kirton, Joseph Merritt, Anthony Harrington, Town Attorney Marc Needelman

Guest were: Dr. Donald Poland and Michael Goman, Goman & York and Attorney Brian McCann, Pullman & Comley

The meeting was called to order at 7:05 p.m.

#### MOMENT OF SILENCE

Mayor Wong asked for a Moment of Silence for Mr. Kevin Moses. Mr. Moses was the head coach of the Bloomfield High School Basketball Team, who won the State Championship this past school year. In addition, Coach Moses was also a 24 year employee of the Town of Bloomfield – Leisure Services Department, working in their summer camp program. He provided support, guidance and dedication to Bloomfield youth and the community.

The Annual Shred and Electronic Recycling Day has been rescheduled for Saturday, November 5, 2022 from 9:00 a.m. to 1:00 p.m. or until the truck is full.

#### CITIZENS STATEMENTS & PETITIONS

##### In-Person:

1. **Tollie Miller, 88 Kenmore Road** discouraged and frustrated about the Town Manager wanting to leave. It will be very costly to conduct another comprehensive search for a Town Manager. The Town of Bloomfield is in a crisis and she pleaded with the Council to be responsible and attentive to the needs of the community.
2. **Kevin Gough, 5 Bear Ridge Drive** echoed the comments about the Town Manager wanting to leave Town. He expressed his strong support of Town Manager Hawthorne. Mr. Gough thanked the Council for in-person/hybrid meeting. He noted the importance of being visual on the screen when attending virtual meetings.



### Virtual Attendees:

1. **Patricia Barone, 9 Caramor Park** commented on what can be done to maintain employment of the Town Manager and discourage him from leaving. She urged the Council to do what is in the best interest of the Bloomfield community.
2. **Guthrie Sayen, 9 Caramor Park** urged the Council to come together in the community for what is best for the Town of Bloomfield. He noted that it is necessary to find healing among ourselves.
3. **Linda Pagani, 4 Guernsey Road** commented on the potential departure of the Town Manager.
4. **Donna Curry, 22F Wedgewood Drive** commented on the existing living conditions at Wedgewood Apartments. She complained about the lack of response and attention given to residents in need.

### COUNCIL BUSINESS

#### Discussion and Possible Action regarding the Development Agency

Attorney Brian McCann of Pullman & Comley gave an overview of the most recent revisions of the ordinance for the Development Agency. The legal counsel and staff recommended that the Town Council delegate the Town's Economic Development Commission as its Development Agency. The Municipal Development Act allows its powers to be designated to the "Redevelopment Agency". However, the Town does not currently have a Redevelopment Agency.

There have been considerable discussion with legal counsel at the Land Use & Economic Development Subcommittee meetings, that creating a new Redevelopment Agency only to delegate those powers under the Municipal Development Act may be a route which is exposed to legal challenge.

Attorney McCann noted a provision which requires the Town Council to make member nominations to the Town Manager for potential appointments. Further, it was recommended to have quarterly reporting to be incorporated within the draft ordinance. The two main functions of the Development Agency, approval of a Project Plan, as well as the exercise of eminent domain for each property in order to execute the project plan, must both be approved by the Town Council.

At their meeting held on September 20, 2022, the Land Use & Economic Development Subcommittee members also recommended that the draft ordinance be revised to include the following provisions, and it has:

- The Agency include seven (7) members
- The number for a quorum be set at four (4) members
- Four (4) affirmative votes would be required to conduct business
- The Agency make quarter-yearly reports to the Town Council
- The terms be for five (5) years
- Interest of EDC members to be considered

Town Attorney Marc Needelman urged the Council to move forward with a Public Hearing for this ordinance.

here ensued a detailed discussion regarding Council nominations to the Town Manager for potential appointments. Some Council members expressed concerns about considering the interest of other community



members not a part of the current Economic Development Commission. The Town Council would like to encourage new individuals to express interest with expertise as well.

It was moved by Councilor Harrington, seconded by Councilor DeBeatham-Brown and voted unanimously to adopt Exhibits B and C (see attached) and move forward with a Public Hearing for the Adoption of a Development Agency.

There was a friendly amendment to only move forward with Exhibit B to the Public Hearing. Councilors Harrington and DeBeatham-Brown accepted this friendly amendment.

### **Consider and Take Action regarding the scheduling of a Public Hearing for the Development Agency**

It was moved by Councilor McClary, seconded by Councilor Mahon and voted unanimously to schedule a Public Hearing to solicit public input for the Adoption of a Development Agency.

### **COUNCIL COMMENTS**

All Town Councilors expressed their deepest condolences and prayers for Coach Kevin Moses and his family in his passing. Coach Moses was an inspirational leader in every aspect of his life. He led the Bloomfield High School Boys Basketball team to win a State Championship this past March 2022. Coach Moses was an individual that provided motivation, hope and stability for Bloomfield youth and beyond. His legacy will continue to live on!

Councilor Politis congratulated the Center Fire District on appointing Deputy Chief Jim Simone and Chief Peter Barnard. The Town wishes you much success in your new roles.

Councilor Mahon noted that he is excited to see what is developed from the Adoption of the Redevelopment Agency.

Councilor Kirton commented on the community vigil that was organized to celebrate the life and legacy of Coach Moses. He encouraged all to start celebrating people while they are here.

Councilor DeBeatham-Brown sent heartfelt thanks for her colleagues and acknowledged the strength of the community during this difficult time. She also mentioned the comments of Mr. Guthrie Sayen, in spirit of wanting the Council to heal and put aside half-truths and personal feelings of one another. Councilor DeBeatham-Brown formally requested a sit down with the entire Council to discuss half-truths, to be transparent and face them.

Councilor Merritt expressed excitement that the Council is open to becoming more united.

Councilor Harrington noted that the Town of Bloomfield is a caring community. He also congratulated the Council, Economic Development consultants and legal counsel for their due diligence in the potential adoption of a Development Agency.

Deputy Mayor Davis informed the Bloomfield community of the funeral arrangements for Coach Moses. His funeral will be held on Friday, October 7, 2022 at 10:00 a.m. at First Cathedral. He also mentioned meeting the new staff hired at Social & Youth Services and wishing them much success. Deputy Mayor Davis congratulated the Bloomfield Public Library on their award of a Community Investment Fund (CIF)

appropriation, in the amount of \$5.5 million dollars for the library renovation and expansion project. The Town of Bloomfield was the 5<sup>th</sup> highest amount awarded of all recipients. He expressed a gratitude of thanks to Senator Doug McCrorey, Elizabeth Lane, Town staff and the Library Building Committee for their continued efforts and dedication towards this project.

Mayor Wong thanked the Deputy Mayor for his advocacy and support towards the Library project. She also thanked all those involved during the process of creating a Development Agency for the Town of Bloomfield.

### **ADJOURNMENT**

It was moved by Councilor Merritt, seconded by Councilor Mahon and voted unanimously to adjourn the meeting at 8:00 p.m.



## EXHIBIT B

### ARTICLE IV. - ECONOMIC DEVELOPMENT COMMISSION

#### Sec. 15-44. - Established.

~~There shall be an economic development commission for the purpose of carrying out the powers conferred upon the town by Section 7-137b of Chapter 97 and by Chapter 131 of the General Statutes and by any and all laws amendatory thereof and supplemental thereto. The economic development commission shall be successor to and shall be vested with all the powers and duties of its predecessor, the development and industrial commission.~~

Pursuant to Connecticut General Statute ("CGS") §8-188 and §7-136 there shall be an Economic Development Commission and it shall be designated, and hereby re-established as the Town's development agency and shall exercise those powers and duties granted under CGS Chapter 132 and §7-136 as amended from time to time.

(Code 1962, § 155; Ord. No. 43, 3-15-66; Ord. No. 44, 5-24-66; Ord. No. 76-4, 6-8-76)

#### Sec. 15-45. - Membership.

The ~~e~~Economic ~~d~~Development ~~e~~Commission shall consist of ~~nine (9)~~ seven (7) members. Members shall be nominated by an majority affirmative vote of the Town Council and appointed by the tTown mManager provided, however, no member of the tTown eCouncil shall serve on said commission.

(Code 1962, § 155; Ord. No. 43, 3-15-66; Ord. No. 76-4, 6-8-76; Ord. No. 82-5, 6-22-82; Amend. of 8-12-19(1))

#### Sec. 15-46. - Terms.

~~The members first appointed shall be designated to serve until June 30, 1978, and their successors shall be appointed biannually thereafter to serve for two (2) years from July 1, 1978 except that any vacancy shall be filled for the unexpired term.~~

Those members first appointed shall be appointed for one, two, three, four, five, six, and seven-year terms. All subsequent appointments shall be for five (5) year terms. Any vacancy shall be filled for the unexpired term. A member shall hold office until his successor is appointed and has qualified. The interest of all existing Economic Development Commission members shall be considered for reappointment to the re-established agency.

(Code 1962, § 155; Ord. No. 43, 3-15-66; Ord. No. 76-4, 6-8-76)

**Sec. 15-47. - Certificate of appointment.**

A certificate of appointment or reappointment of any member and of his taking his oath of office shall be filed with the town clerk and recorded by him in the town record book.

(Code 1962, § 155; Ord. No. 43, 3-15-66)

**Sec. 15-48. - Quorum, vote required.**

Four members shall constitute a quorum and action may be taken by the commission at any meeting at which a quorum is present upon a vote of not less than ~~a majority~~ **four (4) members** of the commissioners ~~present unless the bylaws of the commission require a larger number.~~

(Code 1962, § 155; Ord. No. 43, 3-15-66; Ord. No. 82-5, 6-22-82)

**Sec. 15-49. - Officers.**

The commission shall select a chairman from its members. The commission may select from its members a vice-chairman and shall select therefrom a clerk who shall keep a public record of its proceedings, including all resolutions adopted by it and all roll call votes thereon, which record shall be kept in the town clerk's office.

(Code 1962, § 155; Ord. No. 43, 3-15-66)

**Sec. 15-50. - Conflict of interest.**

No member of the commission shall acquire any interest, direct or indirect, in any project undertaken by the town acting by the commission and if any member acquires any such interest, direct or indirect, he shall immediately disclose the same in writing to the commission and such disclosure shall be entered upon the minutes of the commission. Failure to so disclose such interest shall constitute misconduct in office. No Agency member may profit from or engage in any transaction from which the member would receive an improper benefit, direct or indirect, and each member shall comply with Code of Ordinances, Article II, Standards of Official Conduct.

(Code 1962, § 155; Ord. No. 43, 3-15-66)

**Sec. 15-51. - Reports**

The commission shall prepare and transmit to the Town Council, on a quarter-yearly basis, a report of its activities and of its recommendations for improving such economic conditions and development.

## EXHIBIT C

**Sec. 7-136. Municipal economic development commissions.** (a) Any town, city or borough, by ordinance, may accept the provisions of this section and may establish an economic development commission for the promotion and development of the economic resources of such municipality. The ordinance shall specify (1) the number of members of such commission, which shall be *not less than five or more than fifteen*, and the number of alternates, if any, (2) *whether the members and alternates shall be elected or appointed by the chief executive authority* of the municipality and (3) *the terms of the members and alternates, which (A) in the case of appointed members shall not exceed five years* and shall be so fixed that the terms of approximately one-fifth of the members shall expire each year and (B) in the case of elected members shall not exceed six years and shall be so fixed that the terms of approximately one-fifth but no more than two-fifths of the members shall expire in each odd-numbered year. Notwithstanding any contrary provision of law, the legislative body of any town, city or borough which elects members and alternates may provide for a reasonable method of transition for such offices which may include reasonable extension of such terms and provision for interim terms. Any vacancy in the membership of the commission shall be filled for the unexpired portion of the term by the chief executive authority. Any such alternate members shall, when seated, have all the powers and duties of a member of the commission. In any case in which the members of the commission or alternates are appointed by the chief executive authority, any member or alternate may be removed by such authority for cause and, on request of such member or alternate, after public hearing. The members and alternates of the commission shall receive no compensation for their services as such but shall be reimbursed for their necessary expenses incurred in the performance of their official duties. The commission may appoint employees necessary for the discharge of its duties.

(b) The commission shall conduct research into the economic conditions and trends in its municipality, shall make recommendations to appropriate officials and agencies of its municipality regarding action to improve its economic condition and development, shall seek to coordinate the activities of and cooperate with unofficial bodies organized to promote such economic development and may advertise and may prepare, print and distribute books, maps, charts and pamphlets which in its judgment will further its official purposes.

(c) The commission shall annually prepare and transmit to the legislative body of its municipality a report of its activities and of its recommendations for improving such economic conditions and development.

(d) Any municipality which establishes an economic development commission may annually appropriate for its purposes a sum not exceeding one-twentieth of one per cent of the last-completed grand list of taxable property.

(1955, S. 263d; February, 1965, P.A. 245, S. 1; P.A. 82-55, S. 1, 3; P.A. 85-433, S. 2.)

History: 1965 act changed name of commissions from "development and industrial commissions" to "economic development commissions," amended Subsec. (b) to provide that



research be into "economic conditions and trends" rather than into "business and industrial conditions" and to provide for the making of recommendations by the commission and added Subsec. (c); P.A. 82-55 provided for alternates; P.A. 85-433 amended Subsec. (a) to provide that the term of office for elected members shall not exceed six years with approximately one-fifth but no more than two-fifths of the members' terms to expire in odd-numbered years and authorized provision of reasonable method of transition for such officers, including reasonable extension of such terms and provision for interim terms.

**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, October 11, 2022 via hybrid meeting format with Zoom Webinar virtual platform. The in-person location in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

In-Person Attendance: Mayor Danielle Wong, Deputy Mayor Gregory C. Davis, Councilors, C.F. Politis, Kenneth McClary, Anthony Harrington, Shamar Mahon, Stanley D. Hawthorne, Town Manager, Sharron Howe, Assistant Town Manager and Annatouchur Kingland, Senior Assistant to the Town Manager

Virtual Attendance: Councilors DeBeatham-Brown, Rickford Kirton and Joseph Merritt, Keri Rowley, Finance Director, Elizabeth Lane, Director of Library Services

The meeting was called to order at 7:05 p.m.

**PLEDGE OF ALLEGIANCE**

The meeting began with the pledge of allegiance to the flag.

**ANNOUNCEMENTS & PRESENTATIONS**

Mayor Wong announced the establishment of additional Mayoral Ad-Hoc Committees: Trails Committee and the ARPA Community Outreach Committee.

**Town Manager Performance Year in Review**

Mr. Stanley D. Hawthorne, Town Manager presented his Performance Year in Review. Mr. Hawthorne focused much of his presentation on the compensation value of his employment contract and understanding true fair market evaluation. In addition, he highlighted the various town initiatives, Capital Improvement projects, FY 2023 new budgeting process and format, staff vacancies and challenges, Town's Fund Balance, organizational realignment, Town Charter required codifications of departments, Community Investment Fund projects, Community Satisfaction survey that was funded in this past budget cycle.

Mr. Hawthorne commented on his bi-weekly updates to the council, and his building of the Community Building Leadership Team, which helps guide the town manager and council, and create a bridge between the community, businesses, and town leaders.

He also highlighted his Affirmative Action Plan developed with the Human Resources Department, re-tooling of the budget process and utilization of ARPA funding, as well as a diversity, equity, and inclusion study.

There ensued a discussion about one of the biggest challenges noted in Mr. Hawthorne's Performance year in review relative to his statement regarding "some Council members acceptance of last November's transition of power, whether unintentional or intentional, has had a corrosive impact on the organization and chronically stressful effect on multiple administration members, as their professional reputation and commitment to serve unbiasedly has been challenged on a recurring basis."



## **CITIZENS STATEMENTS & PETITIONS**

### **In-Person:**

1. **Robert Berman, 8 Hiram Lane** expressed concerns about the delays of board and commission appointments with Committee on Committees. He requested that the Mayor should address this concern with the Chair of Committee on Committees.

The following in-person attendees are in support of Town Manager Stanley Hawthorne for the Town of Bloomfield. They urged the Council to consider cost of searching for a new manager, his commitment to the community and overall support of Town initiatives that will benefit the residents and local businesses:

2. **Guthrie Sayen, 9 Caramor Park**
3. **Paula Jones, 5 Bear Ridge Drive**
4. **Nancy Hurst, 22 Barn Hill Road**
5. **Jennifer Marshall-Nealy, 57 Cliffmount Drive**
6. **David Mann, 1 Adams Road**
7. **Kevin Gough, 5 Bear Ridge Drive**

### **Virtual Attendees:**

1. **John Cappadona, 36 Cold Spring Drive** commented on the Town Manager's presentation on his performance year in review. He asked if the two Councilors who gave low scores on the performance evaluation to explain why.
2. **Larry Pleasant, 16 Old Village Road** mentioned that the discussion of the Town Manager's performance review should be in Executive Session, inappropriate for a public discussion.
3. **Suzanne Petke, 77 Arrowwood Lane** asked the Council work out the differences between one another and work together for the Town.
4. **Cindi Lloyd, 5 Westview Drive** expressed support of the Town Manager and his performance in year in review.
5. **Linda Pagani, 4 Guernsey Road** commented on bonus compensation the Town Manager recently approved and the Town Manager's ask of \$20,000 for a housing subsidy.
6. **Laurie Julian, 43 Maple Avenue** commented on the Safe Streets, Traffic Calming efforts and encouraged input from the community.
7. **James Biffer, 17 Terry Plains Road** noted that Mr. Hawthorne is the best Town Manager that the Town of Bloomfield has had from the past. He asked the Council to review the market salary and comparable positions for the Chief Executive Officer (CEO) of the Town.
8. **Paul Shipman, 74 Kenmore Road** noted that the Town Manager is more than just the salary. Mr. Shipman is hoping to achieve for all neighbors, stability excel communications, attitude between town government, the public and presence at Town events.



## **REPORT FROM COUNCIL SUBCOMMITTEES**

Administration & Education – The regularly scheduled meeting for October 3, 2022 of this subcommittee was cancelled.

Public Safety – The regularly scheduled meeting for October 11, 2022 of this subcommittee was cancelled.

Committee on Committees – Councilor DeBeatham-Brown gave a brief overview of the last meeting held on September 13, 2022. The Emergency Management Systems (EMS) Committee and the Inland Wetlands and Watercourses Commission (IWWC) brief spoke with interested individuals for potential appointments. The next Special Meeting of this subcommittee will be held on October 6, 2022 at 6:30 p.m.

Finance – Councilor McClary gave a brief overview of the last meeting held on September 19, 2022. Topics discussed included: Audit FY 2021 presentation, ARPA Community Outreach update (new appointments), quarterly updates to budget forecasting. The next meeting is scheduled for Monday, October 17, 2022 at 6:30 p.m.

Land Use & Economic Development – Councilor Harrington gave a brief overview of the last meeting held on September 20, 2022 at 6:30 p.m. Topics of discussion included: Creation of a Development Agency and Small Business Development program.

Golf Ad-Hoc – The next scheduled meeting for October 12, 2022 at 6:30 p.m.

Community Services – Councilor Harrington gave a brief overview of the last meeting held on October 11, 2022. Topics of discussion included: Department updates from Leisure, Social & Youth and Senior Services. The group discussion summer program wrap up and discussion on upcoming fall programs.

Trails Ad-Hoc Committee – The meeting scheduled for September 28, 2022 due to the scheduling of the Council Business workshop. The next meeting is scheduled for October 26, 2022 at 5:30 p.m.

## **COUNCIL BUSINESS**

### **NEW BUSINESS**

#### **FY 2023-16: Consider and Take Action regarding Tax Refunds**

It was moved by Councilor McClary, seconded by Councilor Mahon and voted unanimously to approve tax refunds in accordance with the memorandum dated October 5, 2022. (See attached)

#### **FY 2023-17: Consider and Take Action regarding Appointments to the Emergency Management System Board**

It was moved by Councilor DeBeatham-Brown, seconded by Councilor Politis and voted unanimously to appoint the following individuals to the Emergency Management System Board, with a term ending November 2023, no disclosure required:

- Deirdre Gilbert, 11 Butternut Drive
- Louis Blumenfeld, 10 Stuart Drive
- Patrick Braun, 21 Milburn Drive
- Phillips Brown, 24 Woods Road
- James Dailey, Jr., 32 Nolan Drive
- Margaret Ehrhardt, 255 Tunxis Avenue
- Mary Laiuppa, 294 School Street
- Seth Pitts, 108 Duncaster Road
- Susan Zetoff, 50 Foothills Way

**FY 2023-18: Consider and Take Action regarding Appointments to the Inland Wetlands & Watercourses Commission**

It was moved by Councilor DeBeatham-Brown, seconded by Councilor Politis and voted unanimously to appoint the following individuals to the Inland Wetlands and Watercourses Commission, with a term ending November 2023, disclosure required:

- Adam Ryczek, 20 Barn Hill Road
- Paul Shipman, 74 Kenmore Road
- Nadine Tobin, 6 Drummer Trail
- Alan Budkofsky, 8 Wyndcliffe Park
- David Laiuppa, 266 School Street

**FY 2023-19: Consider and Take Action regarding Appointments to the Public Art Commission**

It was moved by Councilor DeBeatham-Brown, seconded by Councilor Politis and voted unanimously to appoint the following individuals to the Public Art Commission, with a term ending November 2023, no disclosure required:

- Chandra Persaud, 1056 Blue Hills Avenue
- Robin Sherwood, 14 Duncaster Road
- Leanore Goode, 60 Loeffler Road
- Robert Firger, 60 Gun Mill Road
- Leslie Mills, 66 Brown Street

**FY 2023-20: Consider and Take Action regarding Appointments to the Conservation, Energy and Environment Committee**

It was moved by Councilor DeBeatham-Brown, seconded by Councilor Politis and voted unanimously to appoint the following individuals to the Conservation, Energy and Environment Committee, with a term ending November 2023, no disclosure required.

- Nancy Bowden, 7 Scotland Road
- Robert Dickenson, 400 Seabury Drive
- Chandra Persaud, 1056 Blue Hills Avenue
- Jessica White, 24 Hoskins Road



- Wesley (David) Hager, 8 Duncaster Road
- Paula Jones, 5 Bear Ridge Drive
- Zellene Sandler, 22 Rundeland

### **FY 2023-21: Discussion Concerning Miscellaneous Town Matters**

Councilor DeBeatham-Brown commented on Mr. Guthrie Sayen spoke so passionately and encouraging. She commented on e-mail communications regarding the Town Manager's comments about Councilors undermining staff to deliberately make him fail. These are blatant lies and half-truths that are impactful to all. She asked for a Special Meeting to discuss these issues openly and attempt to heal for the betterment of Bloomfield.

Councilor Kirton noted that this document should not have been for public consumption. He explained his scoring process to the public in each category listed in the Town Manager's evaluation. Councilor Kirton also commented on previous staff input, similar to a 360 review. A 360 review is a process of getting feedback on an individual's performance and/or potential from their manager and others who interact with them regularly. This process was not a recommendation for the Town Manager's one year review evaluation.

He noted that the Town Manager should not receive his request of \$20,000 during the negotiation process. The Town should remain firm on the signed contract at the beginning of employment. Councilors took an oath to be fiscally responsible and prudent with residents and taxpayer dollars.

Councilor Mahon stated that Town Manager Hawthorne has done a phenomenal job during his tenure here. However, he disagrees with the moving expenses request as a part of the contractual obligations for compensation in the current employment agreement. The tension and discord between Council and the Town Manager is too much for the Town to bear at this time.

Councilor Mahon inquired about naming the Councilors who are making the job difficult to manage.

Deputy Mayor Davis would like to level set and correct the record with the Town Manager's evaluation regarding the one-time allowance of \$20,000 for moving expenses. He noted that it is not typical to re-negotiate a contract once it has been signed. The Council recognized the maximum allowable under the contract of \$7,650 as a part of the Annual Performance appraisal. The Council has made all attempts to negotiate an agreement. It is very important to be open and transparent through this process. Deputy Mayor Davis state that it is unacceptable to play political games.

Councilor Merritt is in agreement with Deputy Mayor Davis comments. However, the job of the Town Council is to set policy, not governance. He asked Councilors to be more sensitive to causing disruption, if any to undermine staff.

Councilor DeBeatham-Brown explained her scoring on the recent Town Manager's evaluation of 3 out of 5 for most categories listed. Further, she noted that in one year, scoring on average is appropriate because the Town Manager still has much more to learn. She commented that words matter and asked for examples of disruptions and undermining staff is not the truth.

Councilor Kirton embraced the Council-Manager form of government. Town Council members are ambassadors of the governing body to connect with residents.



Councilor Politis explained his scoring process of the Town Manager's evaluation and the validity of honoring the 4 year employment contract of the Town Manager.

### **REPORT FROM MAYOR**

Mayor Wong reported that she visited Eastern Connecticut State University for a Domestic Violence program kicking off October, Domestic Violence Awareness month.

### **REPORT FROM TOWN MANAGER**

There was no report from the Town Manager.

### **APPROVAL OF MINUTES**

There were no minutes available for approval.

### **COUNCIL COMMENTS**

Councilor Mahon congrats to the Trees for Bloomfield for planting 80 trees in the community. He noted that Council discussions doesn't have to be conflictual, determine how to engage with each other going forward. He encouraged the Council to engage each other with respect.

Councilor Kirton noted the importance of enjoying the outdoors during the pandemic. Many residents came out to hike together with the community, great open space.

Councilor DeBeatham-Brown reminded all that October is also Breast Cancer Awareness month. She commented on

Deputy Mayor Davis congratulated Councilor Harrington on his induction into the Hartford Public Schools Athletic Hall of Fame for wrestling and football. He also congratulated Councilor Kirton on completing the ½ marathon. Deputy Mayor Davis acknowledged Councilors Kirton and DeBeatham-Brown and recognized Dave Melesko on their lead in organizing the fall concert. All monies were raised privately to support the funding for this concert.

Mayor Wong thanked the Divine 9 Greek Panhellenic Council celebrating Greek Week at 330 Park Avenue last Saturday. She congratulated all who work on the success of the fall concert with Latanya Farrell and Trees for Bloomfield events. Mayor Wong expressed her appreciation of the Town Manager, who is most equipped and ready to continue to support his tenure in Bloomfield.

### **ADJOURNMENT**

It was moved by Councilor Merritt, seconded by Councilor Mahon and voted unanimously to adjourn the meeting at 8:00 p.m.

**October 2022 Refund List**

<b>Customer Name</b>	<b>List Number</b>	<b>Amount requested</b>	<b>Notes</b>
Amoro Danielle	2021 MV	\$ 52.85	
Anderson Shannon	2020 MV	\$ 110.82	
Aydin Enis	2020 MV	\$ 57.39	
CCAP Auto Lease LTD	2021 MV	\$ 830.17	
Evelein Johannes	2021 MV	\$ 16.91	
Honda Lease Trust	2021 MV	\$ 303.34	
Johnson Gary	2019 MV	\$ 29.96	
	2021 MV	\$ 48.69	
Lereta LLC	2021 RE	\$ 2,638.93	17 Barn Hill Road real estate over payment
Mckenzie Pamela	2021 MV	\$ 11.50	
S & J Villa Transportation	2021 MV	\$ 21.88	
Smith Peter	2021 MV	\$ 143.58	
Teng Eric	2021 MV	\$ 34.15	
Therrien Conrad J JR	2021 MV	\$ 45.38	
Toyota Lease Trust	2021 MV	\$ 6,947.31	several lease vehicles
Trapp Ruby	2021 MV	\$ 40.03	
Vault Trust	2021 MV	\$ 1,623.33	several lease vehicles
Wasserman Alec	2021 MV	\$ 25.84	
<b>TOTAL</b>		<b>\$ 12,982.06</b>	

## India Rodgers

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**From:** Suzette DeBeatham-Brown  
**Sent:** Tuesday, October 11, 2022 10:25 PM  
**To:** India Rodgers  
**Cc:** Greg Davis  
**Subject:** FW: Direction

**Importance:** High

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello India,

This is the email I read from please add it to the meeting minutes.

Thank you

Suzette DeBeatham-Brown  
Town Councilor  
Town of Bloomfield, CT

The Fear of Failure is the handcuff to success (DH)

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**From:** Greg Davis  
**Sent:** Thursday, August 25, 2022 3:22 PM  
**To:** Suzette DeBeatham-Brown  
**Cc:** Marc Needelman  
**Subject:** Re: Direction

Suzette,

Stanley said that he is not aware of any member of council interfering with staff and creating an unhealthy work environment.

As such, I did not ask for a name.

Sent from my iPhone

> On Aug 25, 2022, at 3:04 PM, Suzette DeBeatham-Brown <sbrown@bloomfieldct.org> wrote:  
>  
> Hello Greg  
> I'm sorry that was not my request. I would like to know which Councilor or Councilors causing the issue. I heard the comment from more than one Councilor. Please provide more than that.  
>  
> Thank you



>  
> Suzette DeBeatham-Brown  
> Town Councilor  
> Town of Bloomfield, CT  
>  
> The Fear of Failure is the handcuff to success (DH)  
>  
> \_\_\_\_\_  
> From: Greg Davis  
> Sent: Thursday, August 25, 2022 1:28 PM  
> To: Suzette DeBeatham-Brown  
> Cc: Marc Needelman  
> Subject: Re: Direction  
>  
> Good afternoon,  
>  
> I spoke with the Town Manager, as promised, and I believe that it is fair to say "all is well." He understands the sensitivity and possible ramifications of rumors.  
>  
> If anything else surfaces, please advise.  
>  
> Sorry for the delayed reply.  
>  
> Best, Greg.  
>  
> Sent from my iPhone  
>  
> On Aug 16, 2022, at 10:51 AM, Suzette DeBeatham-Brown <sbrown@bloomfieldct.org> wrote:  
>  
>  
> Thank you!  
>  
> Suzette DeBeatham-Brown  
> Town Councilor  
> Town of Bloomfield, CT  
>  
> The Fear of Failure is the handcuff to success (DH)  
> \_\_\_\_\_  
> From: Greg Davis  
> Sent: Tuesday, August 16, 2022 10:07 AM  
> To: Suzette DeBeatham-Brown  
> Cc: Marc Needelman  
> Subject: Re: Direction  
>  
> Good morning,  
>  
> I will have a conversation with the Town Manager and report back.  
>  
> Best, Greg.  
>  
> Sent from my iPhone  
>

> On Aug 16, 2022, at 8:18 AM, Suzette DeBeatham-Brown <sbrown@bloomfieldct.org> wrote:

>

>

> Greg,

>

> I think this is very important. This is the kind of rumor (that will spread like wildfire) that will adversely impact the town and individuals. I have seen this play out before and ends bad. I am requesting that we try to take care of it . I will also state that I will bring it up during my comments if needs be.

>

>

> Thank you

>

> Suzette DeBeatham-Brown

> Town Councilor

> Town of Bloomfield, CT

>

> The Fear of Failure is the handcuff to success (DH)

>

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> From: Marc Needelman [marc.needelman@mnnlaw.com]

> Sent: Monday, August 15, 2022 4:51 PM

> To: Suzette DeBeatham-Brown

> Cc: Greg Davis

> Subject: RE: Direction

>

> Greg:

>

> Do you, in the Mayor's absence, wish to discuss this matter with Stanley?

>

> Marc N. Needelman

> Bloomfield Town Attorney

>

> Tel.-860.242.7174

> Fax-860.242.8291

>

> Email- marc.needelman@mnnlaw.com<mailto:marc.needelman@mnnlaw.com>

>

> URL- needelmanlaw.com

>

> From: Suzette DeBeatham-Brown <sbrown@bloomfieldct.org>

> Sent: Monday, August 15, 2022 4:47 PM

> To: Marc Needelman <marc.needelman@mnnlaw.com>

> Cc: Greg Davis <gdavis@bloomfieldct.org>

> Subject: RE: Direction

> Importance: High

>

> Marc,

>

> I have heard this from a few council members, so I think it's becoming a problem. As we know people will put their own spin on this and willfully slander others.

>

>

> Thank you

>  
>  
> Suzette DeBeatham-Brown  
> Town Councilor  
> Town of Bloomfield, CT  
>  
> The Fear of Failure is the handcuff to success (DH)  
> \_\_\_\_\_  
> From: Marc Needelman [marc.needelman@mnnlaw.com]  
> Sent: Monday, August 15, 2022 4:08 PM  
> To: Suzette DeBeatham-Brown  
> Cc: Greg Davis  
> Subject: Re: Direction  
> Did you hear this directly from Stanley, or is it hearsay (someone said that someone said)?  
>  
> Marc  
> Sent from my iPhone  
>  
>  
> On Aug 15, 2022, at 4:02 PM, Suzette DeBeatham-Brown  
<sbrown@bloomfieldct.org<mailto:sbrown@bloomfieldct.org>> wrote:  
>  
> Hello Deputy Mayor,  
>  
> I am hearing that the Town Manager is stating that there are Town Councilors interfering with Town staff and creating an unhealthy work environment. I am requesting from you and the Town Attorney how to handle this. I am asking because assumptions are being made and accusations are being made, and I think individuals charter and reputation is being impacted. This is unfair! We also know how individuals will use this to their benefit. I am asking that we address this matter as soon as possible in house so I don't need to take it upon myself.  
>  
>  
>  
> Thank you  
>  
> Suzette DeBeatham-Brown  
> Town Councilor  
> Town of Bloomfield, CT  
>  
> The Fear of Failure is the handcuff to success (DH)



**DRAFT**

**BLOOMFIELD TOWN COUNCIL**

There was a special meeting of the Bloomfield Town Council Business Workshop held at 7:00 p.m. on Monday, October 24, 2022 via hybrid meeting format with Zoom Webinar virtual platform. The in-person location at the Alvin & Beatrice Wood Human Services Center, 330 Park Avenue, Bloomfield, CT.

In-Person Attendance: Mayor Danielle Wong, Deputy Mayor Gregory C. Davis, Councilors Joseph Merritt, Rickford Kirton (in at 7:15 p.m.), C.F. Politis, Shamar Mahon, Suzette DeBeatham-Brown, Kenneth McClary and Anthony C. Harrington, Stanley D. Hawthorne, Town Manager, Sharron Howe, Assistant Town Manager, Lynn Weisel, Recording Secretary, India Rodgers, Clerk of Council and Town Attorney Marc Needelman

Community Builder Leadership Team (CBLT)

Annatouchur Kingland, Senior Administrative Assistant to the Town Manager, Elizabeth Lane, Director of Library Services, Daniel Carter, Director of Public Works, Yvette Huyghue-Pannell, Director of Senior Services, Camilla Hillian, Director of Social & Youth Services, Keri Rowley, Director of Finance, Jonathan Thiesse, Town Engineer, David Melesko, Director of Leisure Services and India M. Rodgers, Clerk of Council

Virtual Attendance: Nancy Haynes, Risk & Purchasing Manager, Police Chief Paul Hammick, Sharon Gentles-Harris, Deputy Director of Finance

Guest were: Attorney Brian McCann, Pullman & Comley (virtual)

The meeting was called to order at 7:05 p.m.

**PUBLIC HEARING**

The Bloomfield Town Council will conduct a public hearing on Monday, October 24, 2022 at 7:00 p.m. to solicit public input regarding the proposed Adoption of the Bloomfield Economic Development Agency (BEDA) and any amendments required to the Code of Ordinances to effectuate the same.

The public hearing opened at 7:05 p.m.

There were no public comments.

The public hearing closed at 7:08 p.m.

**CITIZENS' STATEMENTS & PETITIONS**

There were no citizen statements or petitions.

**ADDITIONS TO THE AGENDA**

It was moved by Councilor Merritt, seconded by Councilor McClary and voted unanimously to add the following agenda item FY 2023-23: Consider and Take Action regarding Adoption of the Bloomfield Economic Development Agency.



## **COUNCIL BUSINESS**

### **FY 2023-22: Consider and Take Action regarding Appointments to the Inland Wetlands and Watercourse Commission (IWWC)**

It was moved by Councilor McClary, seconded by Councilor Politis and voted unanimously to appoint the following individuals to the Inland Wetlands and Watercourse Commission with term ending November 2023, disclosure required:

- Kevin Wilcox, 940 Mountain Avenue
- Kevin Hussein, 700 Bloomfield Avenue

### **FY 2023-23: Consider and Take Action regarding Adoption of the Bloomfield Economic Development Agency**

It was moved by Councilor Merritt, seconded by Councilor Politis to move Exhibit B, Article IV of the Bloomfield Economic Development Agency document, Section 15-44 as presented in the Council Business Workshop packet.

Attorney Needelman made a recommendation to incorporate as part of the motion and an effective date. He also suggested a timeframe of 30 days from today (October 24, 2022). This recommendation was made to allow everyone the time and opportunity to effectuate the resignations for Council to make their nominations and for the Town Manager to make the ultimate appointments to the new created Development Agency.

It was moved by Councilor Merritt, seconded by Councilor McClary and voted unanimously to accept the friendly amendment of an effective ordinance date of 30 days from today (October 24, 2022).

There ensued a discussion regarding the ordinance effective date of 30 days from today's date (October 24, 2022) and allowing enough time for publicizing in print and electronic media to the Bloomfield community, interest forms to be submitted for this new agency. It was suggested to extend this timeframe to the first Town Council meeting in January for an ordinance effective date.

In addition, there was a detailed discussion regarding the suggested timeframes and effective dates relative to preparing Community Investment Fund applications for Round 2, beginning in early November 2022.

It was moved by Councilor Mahon to suggest a friendly amendment to have the ordinance effective date be January 1, 2023. Councilor Merritt accepted this friendly amendment. Due to the legal holiday of January 1, 2023 – New Year's Day, the actual ordinance effective date will be January 3, 2023.

### **Boards and Commissions Needs Assessment**

Ms. India Rodgers, Director of Strategic Communications and Government Affairs and Mrs. Lynn Weisel, Recording Secretary presented a Boards and Commissions Needs Assessment for the Town of Bloomfield. This needs assessment is one of the target initiatives in realigning various boards and commissions to address challenges within the current structure.

The Town of Bloomfield currently has 38 boards and commissions (quasi-judicial, advisory and mayoral ad-hoc committees) established by the Town Council, including 7 Council subcommittees.



Being more efficient with our boards, commissions and ad-hoc committees, it will provide a clear path for items to flow from the community to the Town Council. In addition, it is a transparent way for the Town Council to request community input on policy decisions.

Ms. Rodgers outlined the goals of realigning to address Building Equity and Inclusiveness, efficiency and a strategic roadmap to align board and commission work with Town Council priorities and future initiatives.

### **Update on Community Investment Plan**

#### **Park School Complex Outdoor Athletic Field Lighting Update**

Mr. David Melesko, Director of Parks, Recreation and Leisure gave a brief status update on the Park School Complex Outdoor Athletic Field Lighting.

As part of the Fiscal Year 2023 Community Investment request, the Department of Parks, Recreation, and Leisure Services put in request in the amount of \$625,000, which was year one of a two-part request for what was anticipated to be \$1,250,000 project based on a previous best guess estimate provided by a previous on-call engineering firm.

This project was added as a direct result from feedback received at numerous public meetings, along with a need for the youth sports organizations to have outdoor field lighting during the fall season. This project will directly benefit the Bloomfield Junior Soccer Association (BJSA), youth football and cheer program (Bloomfield Raiders), and future adult sport programs.

The purpose of the project is to illuminate all of the athletic fields (soccer, multi-sport, & softball) and tennis/pickleball courts located at the Park School Complex.

With the allocation of \$625,000, the Town and Department moved forward with obtaining the Services of SLR Consulting (SLR) to handle the consultant services for this project. He listed the scope of work and project timeline from SLR. It was quickly recognized that the original project cost estimate \$1,250,000 was grossly under estimated with a more realistic estimate being just over \$2,000,000. This was quickly acted on by the Town and as a result was recommended as one of the three Town projects to submit an application as part of the State of Connecticut (State) Community Investment Fund (CIF).

With the support of the Town Council, an application was submitted to the CIF on July 26, 2022 for \$1,455,000. This requested amount was to help offset the total anticipated project cost of \$2,080,000, of which \$625,000 has already been allocated through local funds as part of the Fiscal Year 2023 Annual Operating and Capital Investment Plan. The Town received notification from the State of Connecticut that this project was not selected to receive funding.

However, with the support of the local dignitaries and State Representative Bobby Gibson, a request was submitted to the State Bond Council through the Urban Act Grant for \$650,000 to help offset the cost of this project. The Town of Bloomfield was approved for this request. With this approval, the Town has \$1,275,000 to proceed with this project.

It is anticipated for the bid package to be completed the first of the year, 2023, with a late winter release. The goal is to have construction/installation begin in mid to late June 2023. If this timeline is met, it is anticipated that the soccer and multiuse fields will be illuminated and ready for use for the fall 2023 season.



## **Public Works and Facilities Department**

Mr. Daniel Carter, Director of Public Works and Mr. Jonathan Thiesse, Town Engineer gave a brief status update from the Public Works and Facilities Department on Community Investment Plan Infrastructure projects (Flooding Mitigation, Traffic Calming Program, Tree removal and Sidewalk repairs). He also provided an update for Public Facilities, Equipment and Vehicles.

Mr. Carter briefly updated the Council on the 2022 Road Resurfacing Program. He explained the Existing Conditions Analysis in determining the grade of the road and how the Town evaluates the level of road repair through the BETA system. This system provides the Town with the opportunity to synthesize pavement condition data with other descriptive information on a host of related roadway elements such as drainage, traffic signs and sidewalks, to assist with Capital Improvement Planning (CIP).

There ensued a discussion about future funding for CIP projects as well as continued community engagement efforts to address neighborhood infrastructure issues.

## **EXECUTIVE SESSION**

At 8:45 p.m., it was moved Councilor Mahon, seconded by Councilor Merritt and voted unanimously to enter into Executive Session A. Personnel Matter regarding Town Manager Hawthorne with the Town Council, Town Manager, Assistant Town Manager and Town Attorney.

## **ADJOURNMENT**